



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 5, 2019

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. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 19, 2019 - Joint Workshop w/Volusia County School Board
 - b. February 19, 2019 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Contract Award - ITB 19-02 - Concrete Installation, Repairs and Replacement to Sparks Concrete, LLC
 - b. Approval of Contract Award Bid # 19-04 for Athletic Field Spray Services to TruGreen of Daytona Beach
8. Approval of Carlisle Drive License Agreement/Bella Oaks Townhome Subdivision
9. Approval of Fee Reduction or Waiver - Oak Trail Run Townhomes
10. Resolution No. 19-11 - Providing for a Canvassing Board

C. ANNUAL MEETING OF CORPORATIONS

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

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

D. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Environmental Advisory Board Report
15. Golf Advisory Board Report
16. Golf Advisory Board Appointments

G. PUBLIC HEARING

17. Second Reading - Ordinance No. 2019-9 - Amending Section 2-186 through 2-189 relating to Administrative Officials
18. Second Reading - Ordinance No. 2019-10 - Amending the City's Regulations of Dangerous Dogs
19. Second Reading - Ordinance No. 2019-13 - Amending Chapter 2, Article VI, Section 2-273 of the Code of Ordinances, Finance

H. REGULAR AGENDA

20. Resolution No. 19-8 - Transfer of 0.84 State Wetland Mitigation Bank Credits for the City of Port Orange Police Department Range and Training Facility.
21. Resolution No. 19-9 - Parks and Recreation Partner Fees
22. Resolution No. 19-10 - Authority to reserve and transfer 7.02 federal Wetland Mitigation Bank Credits for the Reclaimed Lakes Project

I. ADDITIONAL ITEMS

23. City Attorney
24. City Manager

J. COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports
 - a. River to Sea TPO
 - b. General Employees' Pension Plan
 - c. Police Pension Plan

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 JOINT WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 19, 2019

THE CITY COUNCIL JOINT WORKSHOP of the City of Port Orange and the Volusia County School Board was called to order by Mayor Donald O. Burnette at 4:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call Present: Volusia County School Board:
Chairman Persis
Vice Chairman Wright
Mr. Colon (arrived at 4:39 p.m.)
Mrs. Cuthbert
Mrs. Haynes

City Council:
Councilman Drew Bastian
Councilman Scott Stiltner
Vice Mayor Chase Tramont
Mayor Donald Burnette

Also Present: City Manager Jake Johansson
City Attorney Margaret Roberts
City Clerk Robin Fenwick
Superintendent Tom Russell
Board Attorney Ted Doran

DISCUSSION ITEMS

4. General items of interest relating to Port Orange Schools
 - *Traffic Safety
 - *School Safety
 - *School Rankings
 - *Overcrowding
 - *Textbook policy/plan
 - *Expansion plans

Mayor Burnette welcomed and thanked the School Board for agreeing to a workshop. Chairman Persis introduced Tom Russell, Superintendent, who asked his Staff to present their information relating to the topics listed above.

Greg Aiken, Chief Operations Officer, discussed school safety, including the school marshal program, single point access on campuses, visitor management system, panic button system for all staff, entry control systems, threat assessment teams, and LEO tours of campuses every three years.

Mr. Russell discussed the mental health services being offered through the schools.

Vice Mayor Tramont asked if the recommendation to arm teachers will come to fruition. Mr. Russell said currently, they do not support that recommendation. Vice Mayor Tramont is concerned with those teachers, including himself, who work in portables and have no other recourse. He'd also like to see information provided to teachers when they have a student who has been convicted of or charged with crimes. Mr. Aiken explained the new program coming out next year that will provide that information, called ASSIST.

Mrs. Haynes explained a process in place when she was a teacher that informed her of charges.

Vice Chairman Wright expressed concerns the Board had of the teachers' mental state as well, when it comes to arming teachers.

Councilman Stiltner asked for information regarding the Volusia County Sheriff's Office removing SRD's from the middle schools. Mr. Aiken explained the pilot program. There are still SRD's in the high schools and the middle schools will have guardians once they are trained.

Rachel Hazel, Executive Director Elementary Curriculum, discussed school grades for Port Orange area schools. She also highlighted each of the schools' clubs and accomplishments. Historical instructional materials were discussed, as well as what's coming in the future due to changes by the Governor. The changes to the bell schedule have been completed through negotiations with the teacher union. That agreement included adding 30 minutes to the student day and 10 minutes to the planning period for teachers. A survey is being completed to determine possible changes in the start and end time for each level. Mayor Burnette expressed concerns regarding the start times for middle and high school.

Enrollment trends were discussed by Saralee Morrissey, FAICO Director for Planning. She thanked Susan Lovallo, Parks & Recreation Director, and Penelope Cruz, Planner, for their ongoing help with trends. Ms. Morrissey also spoke on the level of service and in-zone enrollment. All Port Orange schools are over capacity. Mayor Burnette asked about plans for expansion. Ms. Morrissey explained some of the sites they currently own. Councilman Stiltner asked the Board to look into rebalancing the programs to help balance the student numbers at the high schools. Mrs. Cuthbert discussed the overcrowding issues and the State Laws they have to follow.

Mrs. Haynes would like a follow up on the question regarding teacher's receiving information relating to pending charges against a student in their classroom.

Public comments were taken regarding school start times, business partners, bus routes and capacity, security measures for substitute teachers, and the notification of pending felony charges to teachers.

ADJOURNMENT 6:06 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 19, 2019

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

Invocation by Pastor Calvin Gittner of Port Orange Presbyterian Church

Pledge of Allegiance

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

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

6. Approval of Minutes

a. February 5, 2019 - Regular City Council Meeting

7. Resolution No. 19-6 - Budget Appropriation

8. Approval of Utility Account Write-Offs

9. Approval to submit a VOCA Grant Application

10. Change Order No. 4 for Stantec contract to Perform Stormwater Fee Analysis

11. Major Special Event Request – Bike Week: The Last Resort Bar – 5812 S. Ridgewood Ave.

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Lilly Wiggins, Port Orange Stallions, asked for a waiver regarding the number of Port Orange residents required and wants to remain a park partner even though they do not meet the requirement. Mayor Burnette asked Mr. Johansson and Staff to provide more information.

William Dwyer, No Dough Volkswagen Show, asked to be grandfathered into the old fee structure. He wants to continue with the previous fees.

Cheryl Henchar, Port Orange Economics Committee, explained the committee and offered to answer questions.

Mike Navarro, President of Port Orange Baseball Club, expressed his concerns with the practice schedule provided by Staff.

Dennis Hoffman, citizen, discussed his thoughts relating to the police department.

Motion to extend time for one minute was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Mr. Hoffman continued with his kudos to Sgt. Burd for his interaction during an audit that was videotaped and posted to the internet.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Scott Stiltner would like to meet with the School Board at least once a year, if not twice a year. He asked for Council to consider changing the date of the March 19, 2019 meeting so they can attend Volusia Days in Tallahassee. Discussion was held to move the meeting to March 26, 2019 with the CRA meetings instead of the 26th being a workshop. Council consensus was to allow Staff to provide options after the needs are assessed.

Mayor Burnette discussed panhandling and the issues since Daytona Beach passed a new ordinance. He assured citizens that Port Orange is actively pursuing complaints.

13. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from the recent meetings held. There has been a call for projects that Staff is working on currently.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2019-7 - Amending Section 50-58 of the Code of Ordinances relating to the Parks & Recreation Advisory Board

Mayor Burnette read Ordinance No. 2019-7.

ORDINANCE NO. 2019-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE III, SECTION 50-58, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF MEMBERS ON THE PARKS AND RECREATION BOARD; AMENDING SECTION 50-59, CODE OF ORDINANCES, TO PROVIDE FOR INITIAL APPOINTMENT TERMS; AMENDING SECTION 50-61, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF BOARD MEMBERS NECESSARY TO FORM A QUORUM; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-7 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

15. First Reading - Ordinance No. 2019-11 - Woodhaven PUD/Small-Scale Comprehensive Plan Future Land Use Amendment (Case No. 18-20000007)

Mayor Burnette read Ordinance No. 2019-11.

ORDINANCE NO. 2019-11

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 +6.3 ACRES FROM CONSERVATION TO MIXED-USE CENTER; PROVIDING FOR CONFLICTING

ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-11
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian.

Penelope Cruz, Planner, discussed the Woodhaven project amendments as they relate to item numbers 15 and 16.

Robert Reinhausen, citizen, expressed concerns with the buffer trees.

Mr. Rozar expressed his concerns regarding the buffer changes. He believes the language is vague.

Motion carried unanimously by roll call
vote.

16. First Reading - Ordinance No. 2019-12 - Second Amendment to the
Woodhaven PUD Master Development Agreement and Conceptual
Development Plan (Case No. 18-40000003)

Mayor Burnette read Ordinance No. 2019-12.

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT
TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT (PUD)
MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL
DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-12
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian. Motion carried unanimously by
roll call vote.

17. First Reading - Ordinance No. 2019-13 - Amending Chapter 2, Article VI,
Section 2-273 of the Code of Ordinances, Finance

Mayor Burnette read Ordinance No. 2019-13.

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-273 RELATING TO FINANCE PURCHASE AND SALE PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-13
was made by Vice Mayor Chase
Tramont and Seconded by Councilman
Drew Bastian.

Mr. Johansson explained the need for the change to requiring Council's approval of a purchasing manual prepared and amended pursuant to the Council's approval of ordinances. Council supports changes that help with efficiencies.

Motion carried unanimously by roll call
vote.

18. Bella Oaks Subdivision

- a. Release of six easements to Gatlin Two, LLC

Items 18(a) and (b) were opened together for discussion and voting.

- b. Approval of Final Plat and Plans for the Bella Oaks Subdivision, west side of Clyde Morris Boulevard, between Pickwick Village and Colony in the Woods, Case No. 18-50000004

Motion to approve the release of the
easements as presented and approve
the Final Plat and Plans for the Bella
Oaks Subdivision was made by Vice
Mayor Chase Tramont and Seconded by
Councilman Drew Bastian.

Ms. Cruz provided details of the need to release the following easements:

- 1) Tree Conservation Easement
- 2) Access, Maintenance & Drainage Easement
- 3) Ingress & Egress Easement
- 4) Perpetual Access, Maintenance & Drainage Easement
- 5) On-Site Utilities & Facilities Easement
- 6) Temporary Access, Utilities & Drainage Easement

Motion carried unanimously by roll call vote.

REGULAR AGENDA

19. First Reading - Ordinance No. 2019-9 - Amending Section 2-186 through 2-189 relating to Administrative Officials

Mayor Burnette read Ordinance No. 2019-9.

ORDINANCE NO. 2019-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING AND RESTATING THE CODE OF ORDINANCES, SECTION 2-186 THROUGH 2-189, INCLUSIVE, RELATING ADMINISTRATIVE OFFICIAL REGULATIONS, REQUIREMENTS, EMPLOYMENT, TERMINATION, RIGHTS, BENEFITS, COMPENSATION AND EVALUATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-9 was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner.

Jamie Miller, Administrative Services Director, explained the changes being requested.

Mr. Rozar believes Port Orange residents should get first preference over someone from out of town.

Motion carried unanimously by roll call vote.

20. Resolution No. 19-7 - Approving the Revised Investment Policy of the City

Mayor Burnette read Resolution No. 19-7.

RESOLUTION NO. 19-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE CITY'S INVESTMENT POLICY; SUPERSEDING PRIOR RESOLUTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-7 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

City Council took a brief recess.

21. Discussion Regarding Fire Service Fees

Alan Rosen, Assistant City Manager, introduced Sandi Walker of Government Services Group, Inc. This discussion is a step in the process in case Council does want to implement a Fire Service Fee.

Ms. Walker discussed the case law requirements to a fire assessment fee program and the methodology used. She also provided a timeline and sample amounts of fees to the residents and businesses.

Mark Dickinson, citizen, is concerned with too many taxes and being taxed out of the city as a resident.

Mr. Reinhagen doesn't believe the burden is equitable house to house.

Councilman Drew Bastian wants to keep the option available.

Council agreed the institutional buildings (government and churches) would be exempt and authorized Staff to move forward with an Ordinance.

Motion to proceed with an Ordinance to keep this option available was made by Councilman Drew Bastian and Seconded by Councilman Scott Stiltner. Motion carried 3-1 by roll call vote with Vice Mayor Chase Tramont voting no.

22. Dangerous Dog Procedures Update

- a. First Reading - Ordinance No. 2019-10 - Amending the City's Regulations of Dangerous Dogs

Mayor Burnette read Ordinance No. 2019-10.

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3,

CODE OF ORDINANCES, TO REVISE THE DEFINITION OF DANGEROUS DOG; AMENDING SECTION 10-9, CODE OF ORDINANCES, REGARDING THE CONFINEMENT REQUIREMENTS FOR A DANGEROUS DOG; AMENDING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-10 was made by Councilman Drew Bastian and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

b. Resolution No. 19-3 - Revising Dangerous Dog Procedures for Hearings

Mayor Burnette read Resolution No. 19-3.

RESOLUTION NO. 19-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING DANGEROUS DOG PROCEDURES FOR HEARINGS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-3 was made by Councilman Drew Bastian and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

23. Approval of Interlocal Agreement to participate in the CARE Program with Volusia County

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

Details of the Interlocal Agreement with Volusia County to participate in the CARE program was presented by Mr. Johansson.

Questions from Council were addressed by the City Manager and City Attorney.

Motion carried unanimously by roll call vote.

COMMENTS

24. City Attorney

There was nothing further.

25. City Manager

Mr. Johansson asked Council for authorization to demolish 3900 Halifax Drive as well as the Adult Annex on Halifax Drive.

Motion to authorize the demolition was made by Vice Mayor Chase Tramont and Seconded by Councilman Draw Bastian. Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. First Step Shelter – There was no meeting since the last update.
- b. Port Orange/South Daytona Chamber of Commerce – Mayor Don Burnette provided details of the upcoming events.
- c. Arthaus – Mayor Don Burnette provided details of recent and upcoming events.
- d. Fire Pension Board – Councilman Scott Stiltner provided a report from the meeting held this month.

ADJOURNMENT - 9:38 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: Yes

SUBJECT: (B7a) Approval of Contract Award - ITB 19-02 - Concrete Installation, Repairs and Replacement to Sparks Concrete, LLC

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the intent to award ITB 19-02 to Sparks Concrete LLC, 4106 South Nova Road, Port Orange, Florida, based on unit pricing submitted on the Bid Form and based on appropriated budget approved by City Council; authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

Specifications for Concrete Installation, Repairs, and Replacement (ITB-19-02) was opened for competitive bid on January 11, 2019. The bid was advertised on the website, in the newspaper, and posted on Demand Star. An estimate 10 vendors were contacted by the Purchasing Department.

On February 15, 2019, the Purchasing Department received two bids:

- a.) Sparks Concrete, LLC, Port Orange, FL
- b.) Southern Construction and Site Development, Port Orange, FL

Both vendors were deemed responsive and Sparks Concrete, LLC was the lowest responsive bidder.

The Public Works & Utilities Department has reviewed both bid submittals and recommends the bid award to Sparks Concrete, LLC as the lowest responsive bidder. Sparks Concrete, LLC has provided services to the City since 2007 and has provided quality materials and labor when needed.

The Standard Contract for Services should provide the following stipulations:

- Authorize a spending authority based on appropriated budget approved by City Council.
- Award the bid on a per unit price.
- Authorize the services for an initial term (2) years with two (2) one (1) year renewal periods subject to budget appropriations.
- Authorize the City Manager to exercise the renewal options and to expend budgeted funds as needed during the renewal terms for purchases.

Project No.: OMI007 Funding Account No.: 301 4300 541 5363
401 0800 536 5300

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Sparks Concrete LLC Standard Contract for Services	Sparks Concrete LLC Standard Contract for Services.pdf
2.	Department Justification Memo- Sparks Concrete ITB19-02	Department Justification Memo- Sparks Concrete ITB19-02.pdf
3.	ITB 19-02 NOTICE OF INTENT TO AWARD (2-18-19)	ITB 19-02 NOTICE OF INTENT TO AWARD (2-18-19).pdf
4.	ITB 19-02 Tabulation Sheet (2-18-19)_	ITB 19-02 Tabulation Sheet (2-18-19)_.pdf
5.	ITB 19-02 SPARKS CONCRETE LLC SUBMITTAL 2-15-19	ITB 19-02 SPARKS CONCRETE LLC SUBMITTAL 2-15-19.pdf
6.	ITB 19-02 SOUTHERN CONSTRUCTION AND SITE DEVELOPMENT LLC SUBMITTAL 2-15-19	ITB 19-02 SOUTHERN CONSTRUCTION AND SITE DEVELOPMENT LLC SUBMITTAL 2-15-19.pdf
7.	Sparks COI's to the City of Port Orange	Sparks COI's to the City of Port Orange.pdf

Julia Wiggins	Created/Initiated - 02/18/2019
Tom DiEulio	Approved - 02/18/2019
Ronny Buttrum	Approved - 02/18/2019
Lynn Stevens	Approved - 02/19/2019
Lori Bockelman	Approved - 02/22/2019
Margaret Roberts	Approved - 02/25/2019
Jake Johansson	Approved - 02/26/2019
Robin Fenwick	Final Approval - 02/28/2019



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 **SPARKS CONCRETE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 4106 South Nova Road, Port Orange, Florida 32127. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide concrete installation, repairs and replacement of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths on an as needed basis, as more specially described in Intent to Bid No. 19-02 ("ITB 19-02"), Scope of Work, Specifications, Addendum No.1, and Contractor's schedule of unit pricing, attached hereto as Exhibit "1." Contractor shall carry out all operations in strict accordance with all Occupational Safety and Health Administration ("OSHA") regulations and manufacturer's safety requirements. Contractor shall provide all Maintenance of Traffic ("MOT") as required per Florida Department of Transportation ("FDOT") specifications to complete the project in a safe manner. A complete copy of ITB 19-02, Scope of Work, Specifications, Addendum No.1, 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 mutual agreement of the Parties, this Contract may be renewed for two (2) one-year renewals, subject to the 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," in an amount not to exceed the fiscal year budget appropriation 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 Public 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 119.0701, 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.

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If 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 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. 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) 506-5750

Contractor: Sparks Concrete, LLC
Attention: William C. Sparks, Managing Member
4106 South Nova Road
Port Orange, Florida 32127
(386) 760-1002 – Telephone
sparksconcrete@cfl.rr.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:

SPARKS CONCRETE, LLC

By: _____

William C. Sparks, 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 VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by William C. Sparks, as Managing Member of Sparks Concrete, 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 _____, 2019, 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 _____, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-02

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:					
CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT					
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	"Type D" Concrete Curb	500	LF	\$15.00	\$7,500.00
2	"Type E" Concrete Curb	300	LF	\$17.00	\$5,100.00
3	"Type F" Concrete Curb	300	LF	\$18.75	\$5,625.00
4	Drop Curb (Miami Gutter)	600	LF	\$16.00	\$9,600.00
5	Environmental Concrete Curb	200	LF	\$15.00	\$3,000.00
6	Concrete Sidewalk/Driveway	700	CY	\$365.00	\$255,500.00
7	Miscellaneous Concrete Repair/Replacement	100	CY	\$365.00	\$36,500.00
				TOTAL BASE BID	\$322,825.00
DESCRIPTION					
Shall warranty the above materials and labor for:			2 Years		

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting bids from vendors for installation, repairs and replacement of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths on an as needed basis.

Specifications:

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:

1. Preparing the site by clearing, grading, removal of any tree roots, adding or removing fill.
2. Removing and disposal of all debris created by the removal/installation of concrete.
3. Installing expansion joints in areas where the new concrete adheres to the old concrete.
4. Installing and saw cutting contraction joints, as required.
5. Complying with all ADA standards and requirements.
6. Comply with City Standard Details for all concrete structures.
7. Work will include but not limited to sidewalks, curbs, gutters, driveways, and other concrete repairs or installations as authorized by City staff in writing.
8. When removing existing sections of concrete, all cuts must be square and located at existing joints. No triangular or odd shaped cuts allowed.
9. Contractor shall restore all areas around the work site to the same or better condition than prior to work beginning.
10. Contractor shall provide documentation supporting the required compression strength design.
11. Concrete shall not be poured during rainy weather. If rain is expected or begins after concrete is poured, contractor is required to cover the concrete until the rain stops.
12. Contractor submitting bid must be proficient in the construction and repair of sidewalks and/or bike paths, curb construction (FDOT Type "D" "E" and "F" Curb, Header Curb, Miami Curb, and Environmental Curb), driveway aprons, etc.
13. Work under this contract will be on an "as needed" basis. A list of repairs items/areas will be given to the contractor and reviewed with the City for scheduling. Contractors shall respond within fifteen days to remove, replace or install concrete as instructed. Contractor must respond to emergency repairs within 24 hours of request.
14. 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, address of work, type of work, and cubic feet/cubic yards of concrete installed, and other pertinent information.
15. Contractor shall provide all Maintenance of Traffic (MOT) as required per 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.
16. Contractor shall carry out all operations in strict accordance with all OSHA regulations and manufacturer's safety requirements.
17. 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.

18. No concrete will be stamped or otherwise marked with any company name, logo, etc.

Concrete, Bike Paths, and Curb Cut Ramps:

1. 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.
2. When replacing existing sidewalk sections, the width of the new sections shall match the existing sections of sidewalk.

SOD:

1. 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, contractor shall replace with St. Augustine SOD. Contractor may use Bahia SOD in areas where no grass existed or irrigation is not present, prior to construction.
2. Ground will be leveled prior to installation.
3. All debris (concrete, rock, etc.) shall be removed prior to installing sod.
4. 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.

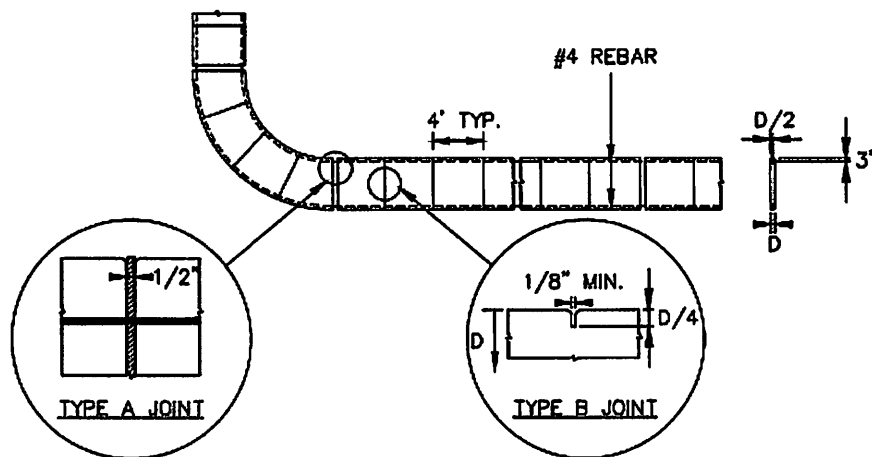
Material:

1. Sidewalks, bike paths, ramps, and driveway aprons shall be constructed of Plain Portland Cement Concrete, 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 QUANTITIES

Estimated annual quantities are estimates only based on historical usage and for bid evaluation purposes. The City does not guarantee estimated quantities. Work is based on an as need basis only.

Description	Estimated Annual Quantity	Unit of Measure
Type "D" Concrete Curb	500	Linear Foot
Type "E" Concrete Curb	300	Linear Foot
Type "F" Concrete Curb	300	Linear Foot
Drop Curb (Miami Gutter)	600	Linear Foot
Environmental Concrete Curb	200	Linear Foot
Concrete Sidewalk/Driveway	700	Cubic Yard
Miscellaneous Concrete Repair/Replacement	100	Cubic Yard



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE HAVING A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4" WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6" WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 METAL REINFORCEMENT BARS WITH MINIMUM 6" OVERLAPS SHALL BE INSTALLED LONGITUDINALLY 3" FROM THE EDGE. THE BARS SHALL BE LOCATED AT MID DEPTH OF THE CONCRETE. THE BARS SHALL BE PLACED ON NON FERROUS SPACERS TO ENSURE REQUIRED SEPARATION FROM SUBGRADE.
4. THE EXISTING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL AND FILL SHALL BE SMOOTH, SOUND, AND SOLID. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM 95% DENSITY BASED ON MODIFIED PROCTOR DRY TEST PER AASHTO T-180.
5. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBGRADE IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
6. SIDEWALKS SHALL BE PLACED PARALLEL TO, AND 12" 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 IS RECORDED.
7. THE TOP OF THE SIDEWALK SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6" ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
8. THE CONCRETE 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. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING CONCRETE 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'. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS.
10. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS, 1/8" WIDTH, AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 48", WHICHEVER IS GREATEST.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SIDEWALK FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SIDEWALK, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SIDEWALK IN ACCORDANCE WITH THE CITY CODE. ANY SIDEWALK 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, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT SOIL GRADE.



STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION REQUIREMENTS

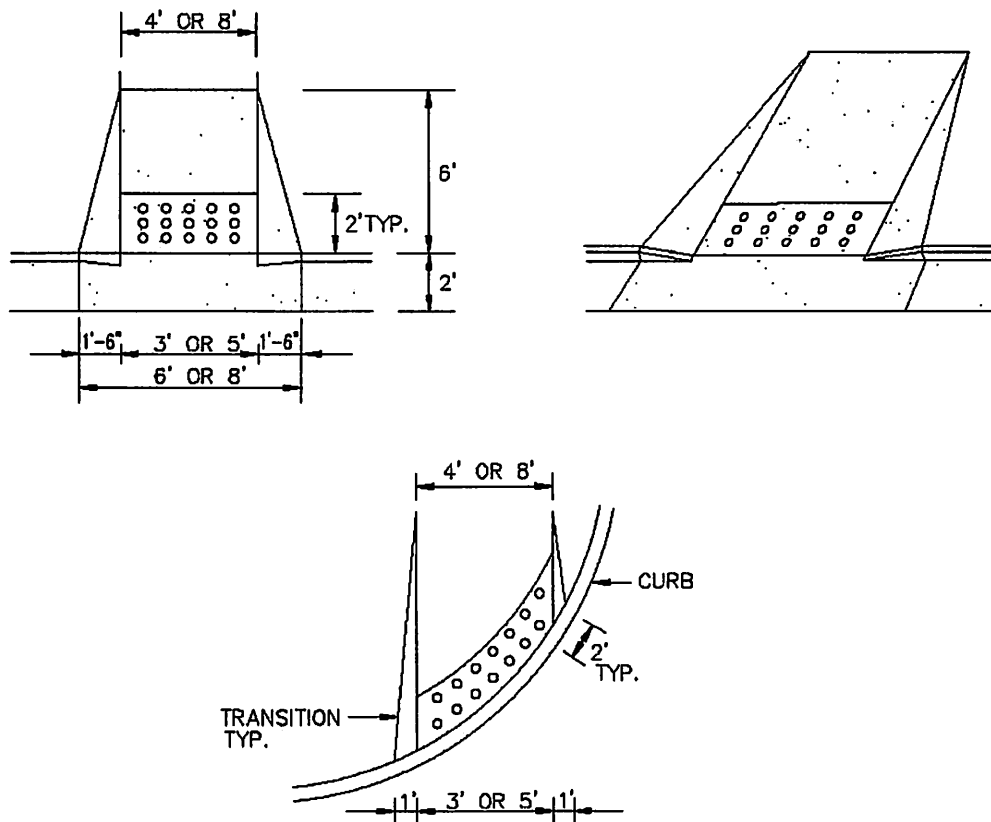
REV. 12/18

FILE NAME:

M6.DWG

DETAIL REF:

M-6



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

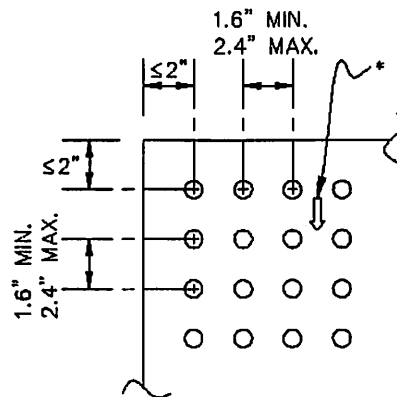
REV. 12/08

FILE NAME:

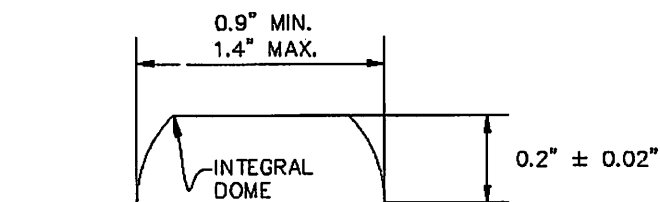
M4.DWG

DETAIL REF:

M-4



BASE-TO-BASE SPACING SHALL BE
0.65" MINIMUM BETWEEN DOMES.



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

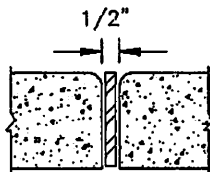
REV. 12/08

FILE NAME:

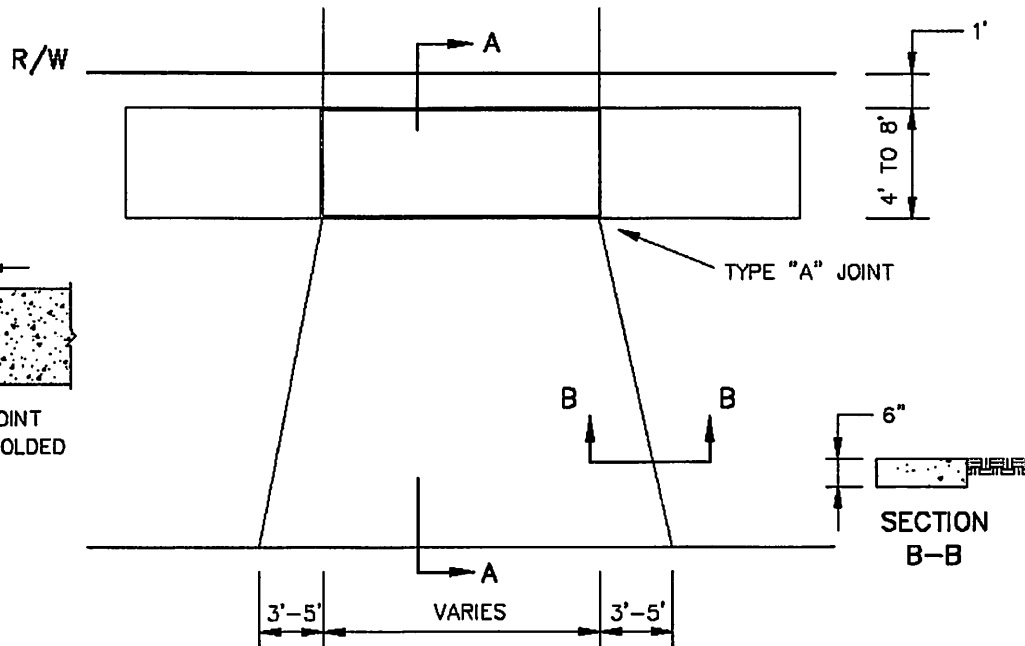
M5.DWG

DETAIL REF:

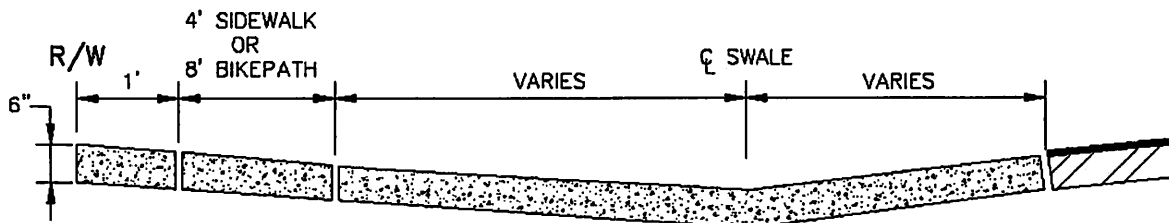
M-5



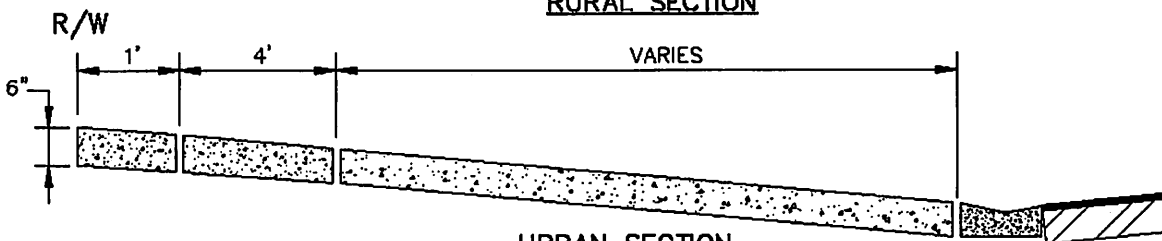
TYPE "A" JOINT
1/2" PREMOLED
EXPANSION
JOINT



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

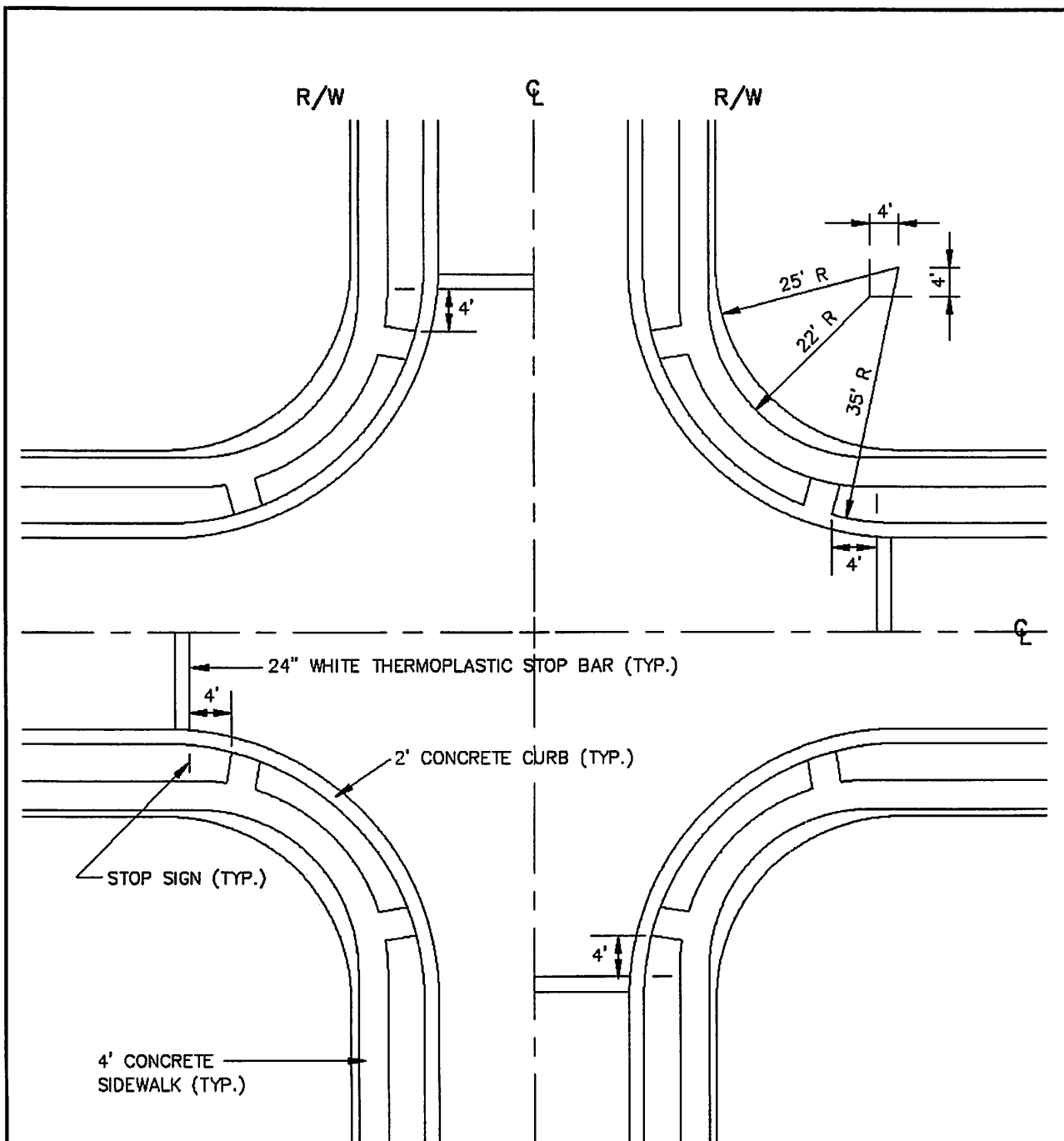
REV. 12/08

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**

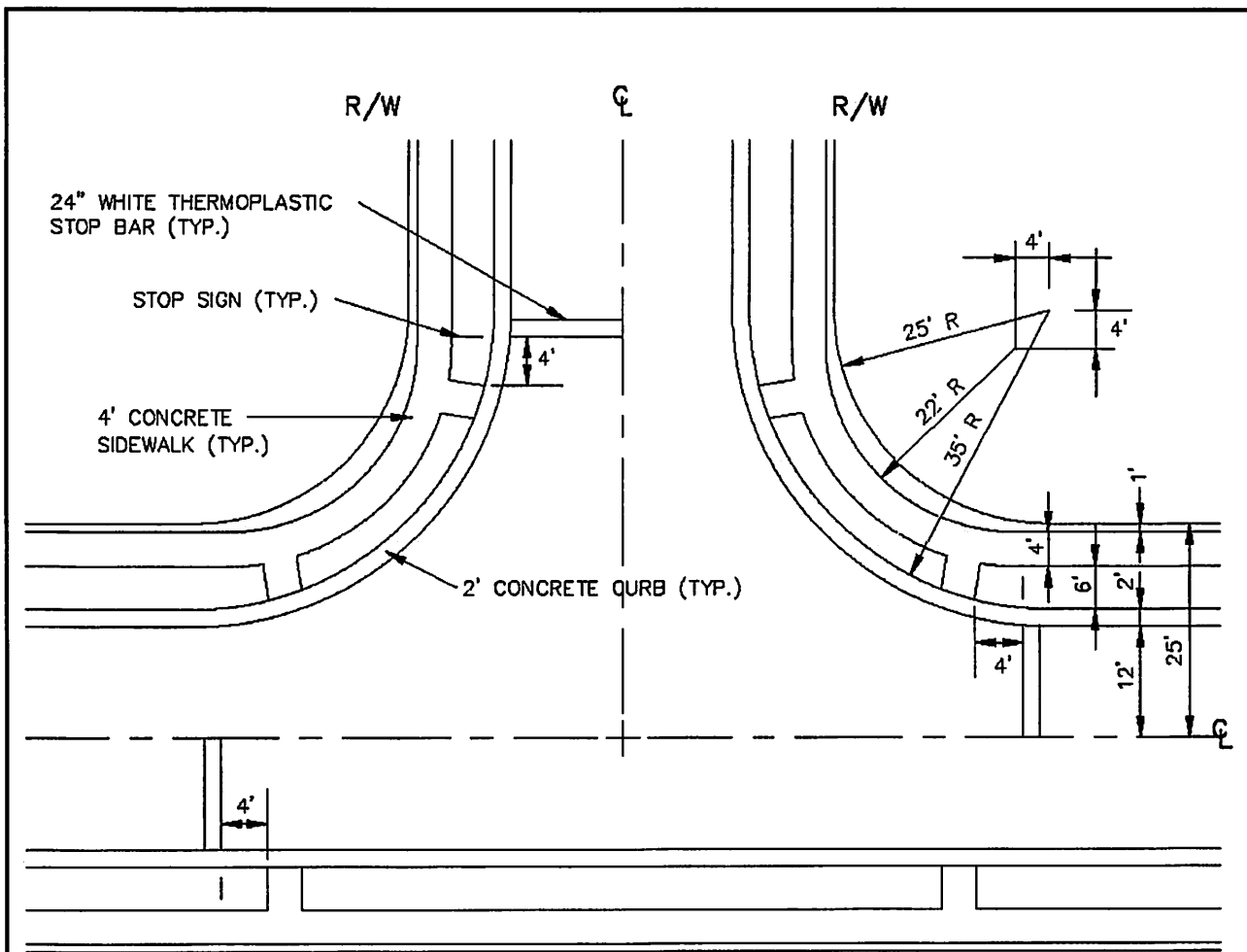
REV. 12/08

FILE NAME:

M18.DWG

DETAIL REF:

M-18



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**

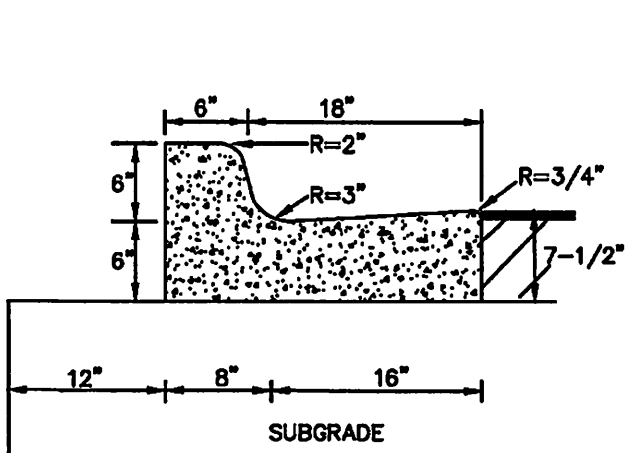
REV. 12/08

FILE NAME:

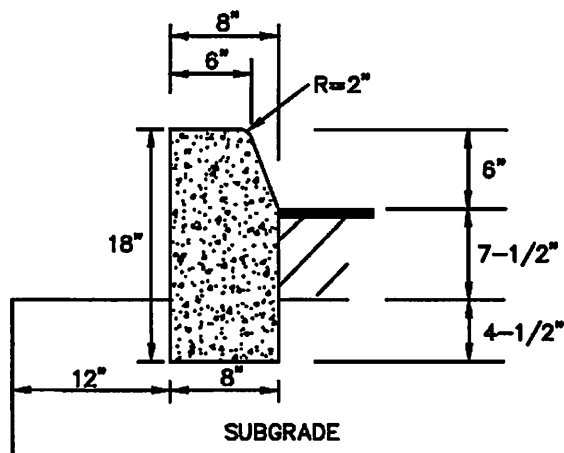
M19.DWG

DETAIL REF:

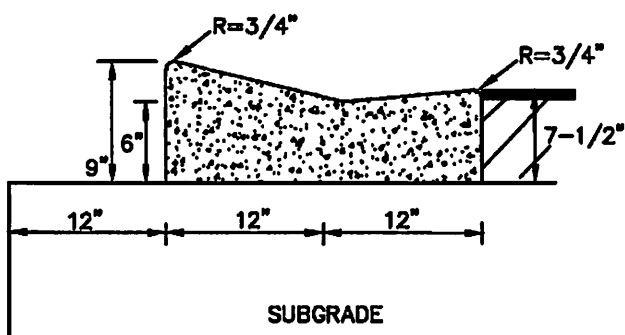
M-19



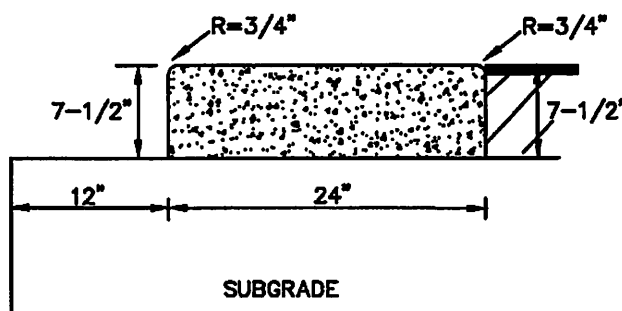
FDOT TYPE "F" CURB



FDOT TYPE "D" CURB



MIAMI CURB



ENVIRONMENTAL CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 PSI CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500'. CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM AND 4' MINIMUM.
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 12" SUBGRADE TO BE STABILIZED TO A MINIMUM LBR 40 AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT (EXTRUDED CURBS) ARE NOT PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC R/W SHALL INCLUDE CURBING.



**STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION**

REV. 12/18

FILE NAME:

R9.DWG

DETAIL REF:

R-9

EXHIBIT “2”

Combination 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: Sparks Concrete, LLC.
Principal Business Address: 4106 South Nova Road
Port Orange, Florida 32127
Contact Person: William C. Sparks, Managing Member
Phone Number: (386) 760-1002

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: \$375,000.00 **City Project Number: ITB19-02 Concrete Installation, Repairs and Replacement**
City Case/FY19/CC030519

Description of Work: Concrete Installation, Repairs and Replacement

Project Location: Various locations within the City of Port, Port Orange, Volusia County, Florida

Legal Description: Various locations within the City of Port, Port Orange, Port Orange, Volusia County, Florida

Front Page

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

Sparks Concrete, LLC

ITB19-02 Concrete Installation, Repairs and Replacement

City Case/FY19/CC030519

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, **Sparks Concrete, 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 **THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$375,000.00)**, 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 Concrete Installation, Repairs and Replacement, 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 _____, 2019.

Attest:

SPARKS CONCRETE, LLC
(Principal)

(As to Corporate Principal) Secretary

By: Willaim C. Sparks, Managing Member

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Surety)

(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

THUR: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Business Manager

DATE: February 18, 2019

SUBJECT: **Award ITB 19-02 Concrete Installation, Repairs and Replacement**

REQUEST:

The Public Works Department requests City Council award ITB 19-02 to Sparks Concrete LLC, 4106 South Nova Road, Port Orange, Florida, based on unit pricing submitted on the Bid Form and based on appropriated budget approved by City Council.

PURPOSE:

The purpose of this request is to maintain, install, and replace various sidewalks, driveways, curbing, and other concrete surfaces as needed throughout the City.

CONSIDERATION:

Specifications for Concrete Installation, Repairs, and Replacement (ITB-19-02) was opened for competitive bid on January 11, 2019. The bid was advertised on the website, in the newspaper, and posted on Demand Star. An estimate 10 vendors were contacted by the Purchasing Department.

On February 15, 2019, the Purchasing Department received two bids:

- a.) Sparks Concrete, LLC, Port Orange, FL
- b.) Southern Construction and Site Development, Port Orange, FL

Both vendors were deemed responsive and Sparks Concrete, LLC was the lowest responsive bidder.

The Public Works & Utilities Department has reviewed both bid submittals and recommends the bid award to Sparks Concrete, LLC as the lowest responsive bidder. Sparks Concrete, LLC has provided services to the City since 2007 and has provided quality materials and labor when needed.

The Standard Contract for Services should provide the following stipulations:

- Authorize a spending authority based on appropriated budget approved by City Council.
- Award the bid on a per unit price.
- Authorize the services for an initial term (2) years with two (2) one (1) year renewal periods subject to budget appropriations.
- Authorize the City Manager to exercise the renewal options and to expend budgeted funds as needed during the renewal terms for purchases.

FUNDING:

Based on appropriated budget as approved by Council – City Wide

RECOMMENDATION:

The Public Works Department recommends City Council award ITB 19-02 to Sparks Concrete LLC, 4106 South Nova Road, Port Orange, Florida, based on unit pricing submitted on the Bid Form and based on appropriated budget approved by City Council.

ANTICIPATED SCHEDULE:

- a.) Council Approval 3/5/18
- b.) Fully Executed contracts by 3/15/19

ATTACHMENTS:

- a.) Bid Submittals for all bidders
- b.) Original Bid Documents & addendums
- c.) Bid Tabulation
- d.) Contract for awarded vendor

Cc: Ronny Buttrum, Deputy Director of Public Works
Tom DiEulio, Operations Manager
Graeme Gardiner, Field Operations Manager
Susan Lovallo, Parks and Recreation Director



NOTICE OF INTENT TO AWARD

ITB # 19-02

CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT

February 18, 2019

On February 15, 2019 Purchasing received two (2) bid submittals for ITB # 19-02 CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT. After review of the responses, City Staff has made a recommendation to award Sparks Concrete LLC of Port Orange, FL in the amount of \$322,825.00

The recommendation will be presented to City Council on March 5, 2019.

Joseph Castro
Buyer



CITY OF PORT ORANGE 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 #19-02

ITB TITLE: CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT

OPENING DATE/TIME: February 15, 2019 @ 2:30 P.M.

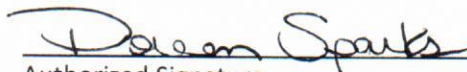
				Southern Construction and Site Development LLC	Southern Construction and Site Development LLC	Sparks Concrete LLC	Sparks Concrete LLC
ITEM				Yes		Yes	
1	REQUIRED FORMS 7.1 THROUGH 7.10			Yes		Yes	
2	Attachment 1 - Bid Proposal Schedules of Unit Pricing			Yes		Yes	
3	Copy of Contractors License			Yes		Yes	
4	1 Original, 1 Digital Copy			Yes		Yes	
	Deemed Responsive?			Yes		Yes	
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	"Type D" Concrete Curb	500	LF	\$19.00	\$9,500.00	\$15.00	\$7,500.00
2	"Type E" Concrete Curb	300	LF	\$20.50	\$6,150.00	\$17.00	\$5,100.00
3	"Type F" Concrete Curb	300	LF	\$22.00	\$6,600.00	\$18.75	\$5,625.00
4	Drop Curb (Miami Gutter)	600	LF	\$21.50	\$12,900.00	\$16.00	\$9,600.00
5	Environmental Concrete Curb	200	LF	\$20.50	\$4,100.00	\$15.00	\$3,000.00
6	Concrete Sidewalk/Driveway	700	CY	\$370.00	\$259,000.00	\$365.00	\$255,500.00
7	Miscellaneous Concrete Repair/Replacement	100	CY	\$390.00	\$39,000.00	\$365.00	\$36,500.00
				TOTAL BASE BID	\$337,250.00	TOTAL BASE BID	\$322,825.00
	Shall warranty the above materials and labor for:			1 YEAR		2 YEARS	
Opened and tabulated by:	Joseph Castro, Buyer						
Witnessed by:	Dave Van Valkenburgh, Purchasing Agent						

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
- ☒ 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



Authorized Signature

February 11, 2019

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):

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

TELEPHONE NUMBER / FAX NUMBER

20-3354940

FEDERAL IDENTIFICATION #

sparksconcrete@cfl.rr.com

E-MAIL ADDRESS

STATE OF

Florida

COUNTY OF

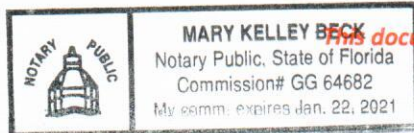
Volusia

The foregoing instrument was acknowledged before me this day of February, 2019 by Doreen Sparks, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

Jan. 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: February 4, 2019 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 11th day of February, 2019, by
Doreen Sparks as Office Manager of
 (NAME) (TITLE)
Sparks Concrete LLC and who:
 (NAME OF ORGANIZATION)

[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

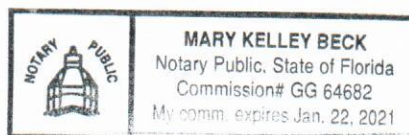
Sworn to (or affirmed) and subscribed before me this 11th day of February, 2019 by
Doreen Sparks as Office Manager of
(NAME) (TITLE)
Sparks Concrete and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

Mary Kelley Beck
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 Doreen Sparks, who, being by me first duly sworn, made the following statement:

1. The business address of 4106 South Nova Road, Port Orange, FL 32127 (name of Offeror or business) is Doreen Sparks, Sparks Concrete, LLC.
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 nolocontendere.
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 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.)

Sparks Concrete, LLC

Name of Business

By: Doreen SparksPrinted Name: Doreen SparksTitle: Office ManagerSTATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14th day of February, 2019 by Doreen Sparks of Sparks Concrete and who:

[Notary: Please select one]

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

Mary Kelly 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: 

(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: Florida STATE: 32127 ZIP CODE:

386-760-1002

TELEPHONE: 386-760-1002 FAX:

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? 13.5
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) \$29,608.00 Completed by 2-28-19
\$279,517.00 Completed by 4-30-19
Approx. \$50,000.00 per Year Annual Contract 1-16-21
- G. General character of work performed by your company. Sparks Concrete provides excellent workmanship in a very timely manner. We guarantee our materials and workmanship with warranties.
- 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 \$431,576.00 completed 8/18
McDonald Rd. & Victoria Gardens \$524,500.00 completed 8/18
Dave & Busters \$139,994.00 Completed 10/18
FDOT Concrete Repair \$50,000.00 Completed 11/18
- K. List your major equipment currently owned or leased. Concrete Batch Plant, (3) Concrete Mixer Trucks, (2) Dump Trucks
CAT All Terrain Excavator, CAT Skid Loader, (2) Flat Bed Trucks, (2) Pick Up Trucks,
Laser Screed for Foundations, and a Asphalt Paving Machine
- 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 Volusia ^{AP} Florida

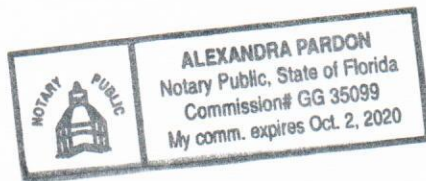
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 11 day of February, 2019, by Doreen Sparks, as office manager of Sparks Concrete and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida driver license as identification.



Alexandra Pardon
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 10/02/2020

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 386-322-3000
 City, State: South Daytona, FL
 Telephone Number: 386-322-3000
 Email Address: lgillis@southdaytona.org
 Description of goods or
 Services provided: Concrete pavement /sidewalk/curb, repair and replacement as needed city wide.
 Contract Amount: Approximately \$50,000 per year - Annual Contract
 Start/End Date of Contract: 1-16-19 thru 1-16-21

2. Company Name: City of Edgewater
 Contact Person: Randall Coslow/Brenda Dewees
 City, State: Edgewater, FL
 Telephone Number: 386-424-2400
 Email Address: RCoslow@cityofEdgewater.org
 Description of goods or
 Services provided: Concrete pavement, sidewalk, curb repair and replacement city wide.
 Contract Amount: "AS NEEDED BASIS" Approx. \$20,000.00
 Start/End Date of Contract: Piggy Back Contract from City of South Daytona Dated 1-16-19

3. Company Name: Utilities Commission New Smyrna Beach
 Contact Person: Chris Brockman
 City, State: New Smyrna Beach, FL
 Telephone Number: 386-386-424-3190
 Email Address: cbrockman@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 - Piggyback contract from City of S. Daytona

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. 1Name: N/ADescription of Work: N/APercent of Contract Price: N/APrevious Experience Together: Yes/No N/A**Subcontractor No. 2**Name: N/ADescription of Work: N/APercent of Contract Price: N/APrevious Experience Together: Yes/No N/A**Subcontractor No. 3**Name: N/ADescription of Work: N/APercent of Contract Price: N/APrevious Experience Together: Yes/No N/A**Subcontractor No. 4**Name: N/ADescription of Work: N/APercent of Contract Price: N/APrevious Experience Together: Yes/No N/A**Subcontractor No. 5**Name: N/ADescription of Work: N/APercent of Contract Price: N/APrevious 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 19-02/Concrete Installation, Repairs and ReplacementsBUSINESSNAME: Sparks Concrete, LLCCONTACTPERSON/TITLE: Doreen Sparks, Office ManagerMAILINGADDRESS: 4106 South Nova RoadCITY-STATE-ZIP: Port Orange, FL 32127Length of Time at Address Provided: 7.5 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of

Florida

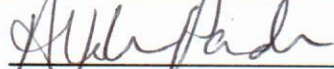
FEIN (Federal Employer Identification Number): 20-3354940BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-760-1002FAX: 386-760-1002EMAIL: sparksconcrete@cfl.rr.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – 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.

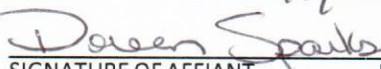
BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Doreen Sparks who, after being sworn according to law, stated that he or she was authorized to represent Sparks Concrete, LLC and to execute this affidavit on behalf of the said Business 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



SIGNATURE OF NOTARY PUBLIC

THIS 11 DAY OF February, 2019My Commission Expires: 10/02/2020

SIGNATURE OF AFFIANT

DATE

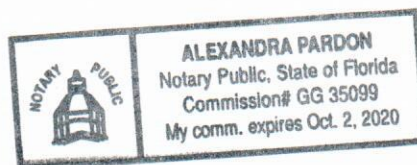
Doreen Sparks, Office Manager

PRINTED NAME OF AFFIANT / TITLE

Sparks Concrete, LLC

COMPANY

NOTARY SEAL

***This document must be completed and returned with your Submittal***



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-02

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:					
CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT					
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	"Type D" Concrete Curb	500	LF	\$15.00	\$7,500.00
2	"Type E" Concrete Curb	300	LF	\$17.00	\$5,100.00
3	"Type F" Concrete Curb	300	LF	\$18.75	\$5,625.00
4	Drop Curb (Miami Gutter)	600	LF	\$16.00	\$9,600.00
5	Environmental Concrete Curb	200	LF	\$15.00	\$3,000.00
6	Concrete Sidewalk/Driveway	700	CY	\$365.00	\$255,500.00
7	Miscellaneous Concrete Repair/Replacement	100	CY	\$365.00	\$36,500.00
				TOTAL BASE BID	\$322,825.00
DESCRIPTION					
Shall warranty the above materials and labor for:			2 Years		



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	

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.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64517690

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

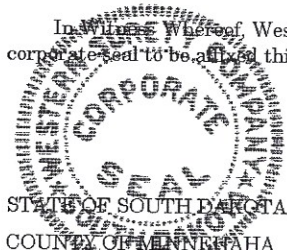
Amount: \$1,000,000.00

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. 64517690 is not issued on or before midnight of May 16, 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 corporate seal to be affixed this 15th day of February, 2019.

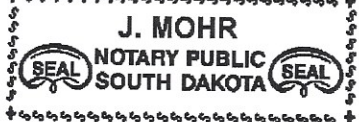


WESTERN SURETY COMPANY

A handwritten signature in dark ink, appearing to read "Paul T. Bruflat".

Paul T. Bruflat, Vice President

On this 15th day of February, in the year 2019, 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.



A handwritten signature in dark ink, appearing to read "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 15th day of February, 2019.

WESTERN SURETY COMPANY

A handwritten signature in dark ink, appearing to read "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: 64517690

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 Concrete Installation, Repairs and Replacement

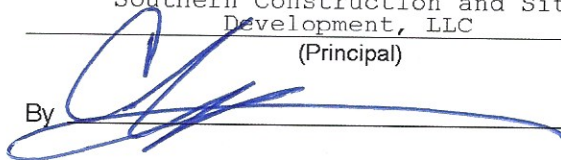
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail 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 15th day of February, 2019.



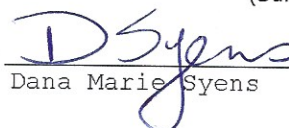
Southern Construction and Site Development, LLC
(Principal)

By

 (Seal)

Western Surety Company
(Surety)

By

 (Seal)
Dana Marie Syens Attorney-in-Fact

ORIGINAL

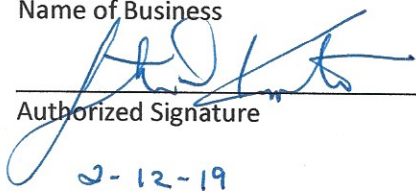
SECTION 7 – REQUIRED FORMS**FORM 7.1 – BID SUBMITTAL CHECKLIST**

- ☒ 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
- ☒ 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

Name of Business


 Authorized Signature

 2-12-19
 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 CONST. & SITE DEV.
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

JONATHAN D. KEPHART MGR
NAME, TITLE, TYPED

83-1928933
FEDERAL IDENTIFICATION #

STATE OF FLORIDA COUNTY OF VOLUSHA

5804 SERVICE CREEK WOODS DR
MAILING ADDRESS

PORT ORANGE FL 32127
CITY, STATE & ZIP CODE

386 679 7718
TELEPHONE NUMBER / FAX NUMBER

SCSOJIC@GMAIL.COM
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of FEBRUARY 14, 2019 by JONATHAN D. KEPHART, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**ADDENDUM ACKNOWLEDGEMENT**

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

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

Addendum# 1 Date: 2-4-19 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 CONST. & SITE DEV. LLC

Name of Business

By: _____

Printed Name: JONATHAN D. KEPHART

Title: MGR

STATE OF FLORIDA
 COUNTY OF VOLUSHA

Sworn to (or affirmed) and subscribed before me this 14 day of FEBRUARY, 20 19, by
JONATHAN D. KEPHART, as MGR of
(NAME) SOUTHERN CONST. & SITE DEV. LLC (TITLE)
(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

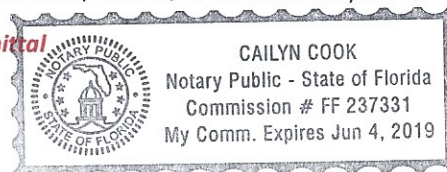
☒ is personally known to me; or

☐ has produced _____ as identification.

Cailyn Cook
 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

SOUTHERN CONST. & SITE DEV. LLC
 Name of Business
 By: [Signature]
 Printed Name: JONATHAN D. KIRPHART
 Title: MGR

STATE OF FLORIDA
 COUNTY OF VOLUSIA

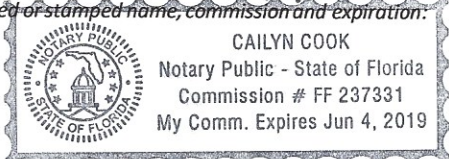
Sworn to (or affirmed) and subscribed before me this 14 day of FEBRUARY, 2019, by
JONATHAN D. KIRPHART (NAME), as MGR (TITLE) of
SOUTHERN CONST. & SITE DEV. LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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

 CAILYN COOK
 Notary Public - State of Florida
 Commission # FF 237331
 My Comm. Expires Jun 4, 2019

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 D KEPHART, who, being by me first duly sworn, made the following statement:

1. The business address of SOUTHEAST CONST & SITE DEV. LLC (name of Offeror or business) is 5804 SPADY CARRIE WOODS DR PORT ORANGE FL 32127.
2. My relationship to SOUTHEAST CONST & SITE DEV. LLC (name of Offeror or business) is MGR (relationship such as sole proprietor, partner, president, vice-president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolocontendere.
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 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.)

SOUTHEAST CONST & SITE DEV. LLC
Name of business
By: [Signature]
Printed Name: JONATHAN D KEPHART
Title: MGR

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 14 day of FEBRUARY, 2019, by JONATHAN D KEPHART, as MGR of SOUTHEAST CONST & SITE DEV. LLC and who:

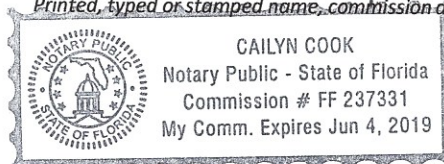
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM**ANTI-COLLUSION STATEMENT BID FORM:**

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

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

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

NAME OF FIRM: Southern Construction and Site Development LLC

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

PRINTED SIGNATURE: Jonathan D. Karpman

TITLE: MGR

ADDRESS: 5804 Spruce Creek Woods Dr

CITY: PO STATE: FL ZIP CODE: 32127

TELEPHONE: 386 6797718 FAX: _____

COMPLETION TIME: Per Bid 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.
- 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.

Southern Const & Seta Dev. LLC
Name of Business

By: _____
Printed Name: JONATHAN D KEMHART
Title: MGR

STATE OF Florida
COUNTY OF Volusia

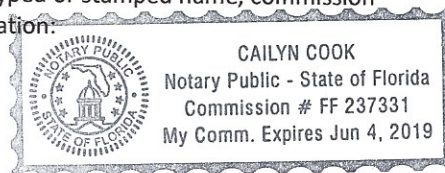
Sworn to (or affirmed) and subscribed before me this February day of 2019, by
JONATHAN D KEMHART, as MGR
of Southern Const & Seta Dev. LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: See ATTACHED
 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.



Southern Construction & Site Development
5804 Spruce Creek Woods Dr. Port Orange Fl. 32127
scsdjk@gmail.com 386-679-7718

The City of Port Orange - Statement of Vendor's Qualifications

1. Southern Construction and Site Development LLC.
2. 5804 Spruce Creek Woods Dr. Port Orange Fl. 32127
3. October of 2018
4. Florida
5. 4 months
6. 0
7. General and Underground Contracting (Streetscapes, concrete, and utilities)
8. No
9. No
10. Please see attached work completed by my owned affiliate company.
11. Kubota Skid Steer, trailers, and hand tools
12. Please see attached work completed by my owned affiliate company.
13. Please see attached resume
14. \$75000.00
15. PNC Bank Port Orange attn: Denise
16. yes

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

Chisholm Center

completed 04/2016

City of DeLand

\$120,486.00

Asphalt parking lot, storm drainage, basketball court, curbs, sidewalks, dumpster enclosure, sod, striping, landscaping

Contact: David Santiago

1102 S. Garfield Ave. DeLand, FL 32724

386-626-7196

ADA Sports Complex

completed 03/2016

City of Ormond Beach

\$239,000.00

Clearing, grading, fencing, 4" and 6" thick sidewalks 5' and 10' wide

Contact: Paul McDonald

22 S. Beach St Ormond Beach, FL 32714

386-676-3200

Storm pipe replacement, Mockingbird Dr @ Cypress Cove

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

Contact: Joseph Gomez

1000 City Center Circle Port Orange, FL 32129

386-506-5704

Nova Road Sidewalk

completed 01/2016

City of Ormond Beach

\$194,000.00

4" and 6" thick 5' and 10' wide sidewalks, clearing, grading, fencing, sod, signage

Contact: Paul McDonald

22 S. Beach St Ormond Beach, FL 32714

386-676-3200

Waterline replacement @Hollywood, Suwanee, and Coolidge

completed 12/2015

City of Eustis

\$103,333.33

6" waterline replacement, base install, asphalt patch, fencing

Contact: Tracey Jeanes

PO Box 69 Eustis, FL 32727

352-483-5430

Hankins Park Shelter

completed 11/2015

City of Orlando

\$119,424.00

20 x40 metal pavilion with foundation and walkway, 4" sidewalks, grading, sod, irrigation

Contact: Silvia Coste

400 S. Orange St. Orlando, FL 32802

402-246-2291

Evans St. Sidewalk Improvements

completed 09/2015

City of Oviedo

\$119,721.00

4" and 6" sidewalks, grading, sod, striping, signage

Contact: 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

Jonathan D. Kephart

5804 Spruce Creek Woods Dr. • Port Orange, FL 32127 • (386) 679-7718 • scsdjk@gmail.com

CONSTRUCTION OPERATIONS/PROJECT MANAGER

Construction operations manager with a 21-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

Employer Summary

THADCON LLC./THAD CONSTRUCTION, INC. (Daytona Bch., FL.) — **Construction Operations/Project Manager, Estimator, EEO Officer, Safety Manager**, 5/03 to 11/14.

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.

MCG Services LLC (Orlando, FL.) — **Owner**, 1/15 to 10/18/01

All estimating, ordering, scheduling, billing, and all field operations on a diverse range of municipal/private/commercial construction, (budgets ranging from \$1K to \$750K).

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 **CGC1527162**, Certified Underground and Excavation Contractor **CUC1225532**, 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

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. 1Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB # 19-02BUSINESSNAME: SOUTHERN CONST. & SITE DEV. LLCCONTACTPERSON/TITLE: JONATHAN D KAPARKYMAILINGADDRESS: 5804 SPRUCE CREEK WOODS DRCITY-STATE-ZIP: PORT ORANGE FL 32127Length of Time at Address Provided: 4 MONTHSPhysical 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): 83-1928933BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386 679 7710 FAX: _____EMAIL: SCS@TK@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 KAPARKY who, after being sworn according to law, stated that he or she was authorized to represent SOUTHERN CONST. & SITE DEV. 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

Caryl Cook

SIGNATURE OF NOTARY PUBLIC

THIS 14th DAY OF February, 20 19

My Commission Expires: _____



SIGNATURE OF AFFIANT

DATE

Matthew D. Karpman 2-14-19

PRINTED NAME OF AFFIANT / TITLE

Southern Const. & Sate Dev. LLC

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB # 19-02

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 Con. & Site Dev. LLC.
CONTACT PERSON:	Jonathan D Kephart
EMAIL ADDRESS:	scsdjk@gmail.com
AUTHORIZED SIGNATURE:	

CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT					
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	"Type D" Concrete Curb	500	LF	\$19.00	\$9,500.00
2	"Type E" Concrete Curb	300	LF	\$20.50	\$6,150.00
3	"Type F" Concrete Curb	300	LF	\$22.00	\$6,600.00
4	Drop Curb (Miami Gutter)	600	LF	\$21.50	\$12,900.00
5	Environmental Concrete Curb	200	LF	\$20.50	\$4,100.00
6	Concrete Sidewalk/Driveway	700	CY	\$370.00	\$259,000.00
7	Miscellaneous Concrete Repair/Replacement	100	CY	\$390.00	\$39,000.00
				TOTAL BASE BID	\$337,250.00
DESCRIPTION					
Shall warranty the above materials and labor for:					1 year

2019 City of Port Orange Business Tax Receipt



SOUTHERN CONSTRUCTION & SITE DEVELOPMENT
5804 SPRUCE CREEK WOODS DR

PORT ORANGE FL 32127-5848

ISSUE DATE: December 20, 2018

EXPIRATION DATE: September 30, 2019

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

BUSINESS TAX NUMBER: 19-00025848
CLASSIFICATION: CONTRACTOR-GENERAL HOME BASED
COMMENTS: CGC1527162
STATE LICENSE NUMBER: CGC1527162 08/31/20
(If Applicable)

TOTAL PAID: \$100.00

RESTRICTIONS: GENERAL CONTRACTING

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.



BUSINESS SERVICES - REVENUE DIVISION
123 W. INDIANA AVE. ROOM 103 • DELAND, FL 32720
(386) 736-5938 • FAX (386) 822-5729
volusia.org/revenue

2018 / 2019 Business Tax Billing Notice

The Business Tax application process for the business listed below is complete. The payment listed below is now due.

Account #: 201901070010	Business Name: SOUTHERN CONSTRUCTION & SITE DEVELOPMENT L
Business Location: 5804 SPRUCE CREEK WOODS DR	Owner Name: JONATHAN D KEPHART
	Mailing Address: 5804 SPRUCE CREEK WOODS DR PORT ORANGE, FL 32127

Before making your payment, please review all the information in this notice for accuracy. If any of the information is incorrect, please contact the Revenue Division at (386) 736-5938 for further instruction.

BUSINESS TYPE	COUNT	TAX
General Contractor Class A	1	\$18.00
Automatic Sprinkler System	1	\$18.00

Please detach and return the stub below with payment in the enclosed envelope. Please make the check payable to County of Volusia.

Payment can be made online using a credit or debit card at volusia.county-taxes.com. A convenience fee is charged for this service.

IF YOUR BUSINESS HAS CLOSED, please fill out the following information and return this whole form to us.

Date Business Closed

Signature of Person Closing Business

Current Date

2018 / 2019 Volusia County Business Tax Billing Notice

DO NOT WRITE ON THIS PORTION OF THE FORM

Account#: 201901070010

Business Location: 5804 SPRUCE CREEK WOODS DR

Make check payable to: County of Volusia

PAY ONLINE



Mail to:

County of Volusia
Volusia County Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

Business Name: SOUTHERN CONSTRUCTION & SITE DEVELOPMENT L
Owner Name: JONATHAN D KEPHART
Mailing Address: 5804 SPRUCE CREEK WOODS DR
PORT ORANGE, FL 32127

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019	Apr 30, 2019	May 31, 2019
Please Pay	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KEPHART, JONATHAN DANIEL

SOUTHERN CONSTRUCTION AND SITE DEVELOPMENT LLC
5804 SPRUCE CREEK WOODS DR
PORT ORANGE FL 32127

LICENSE NUMBER: CUC1225532

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.





Ron DeSantis, Governor

Halsey Beshears, 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

SOUTHERN CONSTRUCTION AND SITE DEVELOPMENT LLC
5804 SPRUCE CREEK WOODS DR
PORT ORANGE FL 32127

LICENSE NUMBER: CGC1527162

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 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

February 4, 2019

ITB # 19-02 CONCRETE INSTALLATION, REPAIRS AND REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 11, 2019 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:

No changes

B. CHANGES TO SPECIFICATIONS:

1. Specifications: General, item 12 (page 12) shall read as "Contractor submitting bid must be proficient in the construction and repair of sidewalks and/or bike paths, curb construction (FDOT Type "D" "E" and "F" Curb, Miami Curb, and Environmental Curb), driveway aprons, etc." in lieu of "Contractor submitting bid must be proficient in the construction and repair of sidewalks and/or bike paths, curb construction (FDOT Type "D" "E" and "F" Curb, Header Curb, Miami Curb, and Environmental Curb), driveway aprons, etc."
2. Concrete, Bike Paths, and Curb Cut Ramps, item 1 (page 13) shall read as: "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-6, 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" in lieu of "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.”

C. QUESTIONS AND ANSWERS:

1. Have we eliminated the fiberglass rebar correct?

ANSWER: Yes, we have.

2. Is that still rebar, just not fiberglass rebar?

ANSWER: Right

3. We are still going with number 4 rebar?

ANSWER: Yes, it is in the spec.

4. Do we have a choice to wet set it in?

ANSWER: Yes

5. What about the ADA mats, are they cast in place method or surface mount?

ANSWER: Surface mount

6. What are the response times?

ANSWER: Included in the specifications.

7. Is MOT associated with it, you got to be advanced MOT certified to set up, MOT is that a requirement of this contract?

ANSWER: MOT is a requirement if you are working in an area where it is required. If you are on private property, there would be a different requirement than if you are working on Dunlawton.

In all other respects, except as specifically stated herein, the subject ITB 19-02 remains unchanged.

END OF ADDENDUM NO. # 1

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.

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]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2019

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: msmith@commercialcoverages.net
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	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						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB ☐ 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						WC STATUTORY 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**CANCELLATION**City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2019

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 INSURER A: F C B & I Fund 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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ 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 \$ \$
A	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	10658332	11/17/2018	11/17/2019	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Workers Comp William Sparks is exempt						

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

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE GINGER MEADER
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



SPARCON-01

KMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2019

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 Halifax Insurance Partners 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@HIPFlorida.com		
INSURED Sparks Concrete LLC 4106 S Nova Rd Port Orange, FL 32127	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto-Owners Insurance Company		18988
	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 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 \$ OTHER \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5164923700	2/28/2019	2/28/2020	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 OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: Yes

SUBJECT: (B7b) Approval of Contract Award Bid # 19-04 for Athletic Field Spray Services to TruGreen of Daytona Beach

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award to Trugreen of Daytona Beach and authorize the Manager to approve renewals based on council approved budgets. Authorize the Mayor and City Clerk to executed the associated documents.

SUMMARY: Bid # 19-04 was opened on February 19th and TruGreen of Daytona Beach has been deemed the lowest and most responsive bidder. The contract is for spraying the athletic fields in the city. The term is for one year with 3 one year renewals. Contract amount shall be approved annually by Council during the budget process and staff is requesting that authority be given to City manager for renewals. Funding is available in 001-4400-572-34-14.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	TruGreen Inc Standard Contract for Services	TruGreen Inc Standard Contract for Services.pdf
2.	ITB 19-04 FINAL 1-4-19	ITB 19-04 FINAL 1-4-19.pdf
3.	ITB 19-04 NOTICE OF INTENT TO AWARD	ITB 19-04 NOTICE OF INTENT TO AWARD.pdf
4.	ITB 19-04 Tabulation Sheet (2-19-19) - Copy - Copy	ITB 19-04 Tabulation Sheet (2-19-19) - Copy - Copy.xlsx

Susan Lovallo
Susan Lovallo
Lori Bockelman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 02/21/2019
Approved - 02/21/2019
Approved - 02/22/2019
Approved - 02/25/2019
Approved - 02/26/2019
Final Approval - 02/28/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, 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 **TRUGREEN, INC.** ("Contractor"), a Delaware corporation registered to transact business in Florida, whose principal address is 1790 Kirby Parkway, Suite 300, Memphis, Tennessee 38138. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Pest Control and Fertilization Services for the Port Orange Athletic Fields, as more specially described in Intent to Bid No. 19-04 ("ITB 19-04"), Scope of Work, Addendum No.1, and Contractor's schedule of unit pricing, attached hereto as Exhibit "1." All services shall be performed in strict accordance with Florida Pest Control Act, Chapter 482 of the Florida Statutes, and in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. A complete copy of ITB 19-04, Scope of Work, Addendum No.1, 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 one (1) year (the "Initial Term").

Renewals: Upon mutual agreement of the Parties, this Contract may be renewed for three (3) one-year renewals, subject to the 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," in an amount not to exceed the budget appropriation for each 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 119.0701, 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 - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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. 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: TruGreen, Inc.
Attention: R. David Alexander, Jr., President
1790 Kirby Parkway
Suite 300
Memphis, Tennessee 38138
(386) 274-5383 – Telephone
Charlesnewcomb@trugreenmail.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:

TRUGREEN, INC.

By: _____

R. David Alexander, Jr., 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 TENNESSEE

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by R. David Alexander, Jr., as President of Trugreen, Inc., a Delaware corporation registered to transact business in Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Tennessee

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 _____, 2019, 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 _____, 2019, 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:



NOTICE OF INTENT TO AWARD

ITB #19-04

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

February 21, 2019

On February 19, 2019 Purchasing received three (3) bid submittals for ITB # 19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES. After review of the responses, City Staff has made a recommendation to award TruGreen of Daytona Beach, Fl. per the submitted pricing:

BARRICADE	\$13.00 per acre
PRIMO GROWTH REGULATOR	\$63.00 per acre
RONSTAR	\$223.00 per acre
CURFEW	\$1,000.00 per acre
TOP CHOICE	\$265.00 per acre
INSECTICIDE	\$12.00 per acre
FUNGICIDE	\$195.00 per acre
HERBICIDE	\$27.00 per acre
FERTILIZATION	\$85.00 per acre
VERTICUTTING (OPTIONAL)	\$480.00 per acre
THATCH REMOVAL (OPTIONAL)	\$650.00 per acre
ADDITIONAL .5 ACRE (OPTIONAL)	\$95.00 per acre
ADDITIONAL 1.0 ACRE (OPTIONAL)	\$190.00 per acre
ADDITIONAL PRE-EMERGENT FOR OCTOBER&DECEMBER (OPTIONAL)	\$15.00 per acre
CHIPCO CHOICE SLIT INJECTION FOR ALL LOCATIONS (OPTIONAL)	\$11,816.00

The recommendation will be presented to City Council on March 5, 2019.

Joseph Castro
Buyer

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

SPECIFICATIONS

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Service for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

□ No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears).

1. Scope

- a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.
- b. Chemical applications will include, but is not limited to all fertilizers, chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids; fungus; leaf spot and pythium; broadleaf weeds, grassy weeds, and sedges.
- c. "Control of" shall be defined as no more than one occurrence of any manifestation during the season, or a minimum of 4 months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

2. Background

- a. There are currently six (6) scheduled service locations throughout the City. (See **Appendix B**, Locations and Service Schedule). Each location requires applications and service frequencies specific to its needs.
- b. Prior to submitting a bid Bidders should visit each site listed on **Appendix B**, to review the conditions under which it will be required to operate. Failure to do so will in no way relieve Contractor from providing any and all materials, labor, equipment or performing any work that may be required to carry out the requirements of this Agreement in accordance with the specifications contained herein.

3. Minimum Qualifications

At a minimum, Contractor shall meet the following qualifications:

- a. Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 482. These shall include the Florida Commercial Right-Of-Way

Pesticide License, the Florida Limited Commercial Maintenance License, and the Pest Control Operator Certification in Turf and Ornamental.

- b. Be able to provide all services without the use of subcontractors.
- c. Provide evidence of financial stability and viability to fulfill the requirements of this Agreement.
- d. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
- e. Have a minimum of three years' experience in the care of locally-grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
- f. Have a minimum of three years experience in lawn pest, weed and vegetation control.
- g. Employ a minimum of two technicians holding current certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
- h. Have a primary service center that is located within 12 hours of the City Center located at 1000 City Center Circle, Port Orange, Florida.
- i. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

4. Minimum Requirements

- a. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
- b. Provide a dedicated account manager headquartered within 12 hours of the City, who is readily available to administer this Agreement on a day-to-day basis.
- c. Maintain the minimum insurance requirements for the Term of Agreement.
- d. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.
- e. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
- f. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
- g. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
- h. Set up a service schedule that is designed to meet the City's requirements.
- i. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
- j. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
- k. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
- l. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
- m. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
- n. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.

- o. Perform scheduled service within five (5) business days of scheduled day. If unable to perform vendor shall reschedule with the department.
- p. Provide the dates for scheduled services for the initial six-month period of this Agreement to the City within ten (10) business days of execution of this Agreement and bi-annually thereafter.

5. Addition and Deletion of Service Locations

- a. The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty.
- b. The City shall give Contractor ten (10) days written notice of any deletions of regularly scheduled service location. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

6. Bermuda Turfgrass Application Program

- a. All Bermuda Turfgrass applications are accounted for in **Appendix A** with the 12-month treatment plan.
- b. The vendor shall will be responsible for all granular fertilizer applications, as well as, the Topchoice mole cricket treatment.
- c. Weed Control: Contractor should include in the base price all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
- d. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermudagrass fields listed in **Appendix B**. The costs of these applications are to be included in the Contractors monthly price. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
- e. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than two (2) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
- f. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
- g. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to PortOrange.
- h. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of

these scheduled pesticide applications are to be included in the Contractor's monthly price.

- i. Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.
- j. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
- k. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURF: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractors responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of turf grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed pest control program is prescribed to:

Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.

Not extend beyond target pests resulting in discoloration or injury to turf stand.

Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area. The Sport Complex Manager and the awarded bidder shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field by field basis only with prior approval by Citystaff.

INSECT CONTROL

- A. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And retreat as needed at no additional cost to the City This will be at the discretion of the Parks Manager.
- B. Turf areas shall be checked bi-weekly, by the chemical maintenance company during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other vendor negligence, shall result in vendor replacement of damaged areas.
- C. Warning signs will be placed on fields with application date written on with an industrial marker. All containers used for mixing application will be removed from school property upon completion of job.
- D. A review (walk-thru inspection) will be conducted by Sport Complex Representative and vendor on each visit to evaluate potential disease, pest and or weed damage. The contractor will set aside a time frame to communicate and document with Sport Complex representative the needs of the city.
- E. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. This will be at the discretion of the Sport Complex Manager.
- F. Curfew application will be applied in late April, or early May.

FERTILIZATION PROGRAM:

Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

Rate of Application:	1.50 pound of Nitrogen per 1,000 sq.ft.
Form of Fertilizer:	Granular, well formed, uniformed particle sizeblend
Fertilizer Analysis Ratio:	4:2:3 minimum w / Iron (Fe). No more than 50% "Quick Release" forms of Nitrogen. No more than 50% Water Insoluble Nitrogen (WIN) via Sulfur Coated Urea (SCU) or Synthetic Forms (IBDU, etc.). Fertilizer labels shall be made available to the City following application.

The vendor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications will depend upon the type of turf grass and is designated below. Extra applications per written report may be required on weak and stressed fields.

ADDITIONAL SERVICES:

- 1. Verticutting is highly recommended once a year. Removal of all thatch from verticutting of fields will be the contractors' responsibility. The city will incur all costs with this process.

Appendix A

Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide
January	As Needed		As Needed	As Needed
February	As Needed		As Needed	As Needed
March	As Needed	Ronstar	Treatment	As Needed
April	As Needed		Treatment	Treatment
May	Treatment	Topchoice		Treatment
June	Treatment	Primo Growth Regulator	As Needed	Treatment
July	Treatment	Barricade	As Needed	Treatment
August	Treatment	Primo Growth Regulator	Treatment	Treatment
September	Treatment		Treatment	Treatment
October	As Needed		As Needed	Treatment
November	As Needed		As Needed	As Needed
December	As Needed		As Needed	As Needed

Includes: City Center ballfields 1,2,3,4 and soccer field, Southwinds soccer fields,
 Coraci ballfields 1,2, 3, 4, Coraci Multipurpose field football field
 Creekside Middle Athletic Fields, Silver Sands football field,
 Spruce Creek Rd. Park ballfields 1, 2

Appendix B

Service Locations in Port Orange, Florida

- | | |
|---|---|
| 1. City Center Complex
4609 City Center Drive | 5 softball fields, 1 soccer field |
| 2. Southwinds Soccer complex
field 1200 Richel Dr. | 1 multi-purpose |
| 3. Coraci Park
5200 Coraci Blvd. | 4 softball fields,
1 multi-purpose
field 1 football field |
| 4. Creekside Middle Athletic Field
field 6751 Airport Rd. | 1 multi-purpose |
| 5. Silver Sands Football Field
1300 Herbert St. | 1 Football field |
| 6. Spruce Creek Rd. Softball Fields
481 Central Park Blvd. | 2 softball fields |

END-OF-SCOPE

[Remainder of this page left intentionally blank]



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

February 11, 2019

ITB # 19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 15, 2019 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:

1. Verticutting clippings disposal: Each field shall have an onsite disposal location determined by the city.
2. Irrigation: The city shall have control of the irrigation equipment and work with the contractor to coordinate the irrigation scheduling.

B. CHANGES TO SPECIFICATIONS:

1. Fertilization Program (page 16) shall read as: "Fertilization is to be conducted 10 times a year, no fertilizing in the month of December and January, to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth" in lieu of "Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth."
2. Minimum Qualifications, (item B, page 13) shall read as "Be able to provide all services without the use of subcontractors except for certified applicators" in lieu of "Be able to provide all services without the use of subcontractors."

EXHIBIT "1"

3. Section 6 - Special Conditions (page 49), Please incorporate the following into the solicitation:

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award.

The contract prices may be changed after the first year for the following reasons:

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

C. QUESTIONS AND ANSWERS:

1. The fertilizer program that is in there, you are going at it a pound and a half every time?

ANSWER: Yes

2. Is that in compliance with current Volusia County?

ANSWER: Yes, it has to be compliant.

3. Black Out restrictions?

ANSWER: You have to be in compliance with state regulations, on fertilizer, how to apply it, putting out the signs, all that stuff.

4. For the additional services, is there anywhere to dump somewhere on site to save money? Like the verticutting clippings and stuff there is nowhere around the area now?

ANSWER: We could probably find some places for you to dump it.

5. Is that something we would be adding to the spec, in an addendum?

ANSWER: Yes, we could provide a place to dump it.

6. Question about the preferences to both Topchoice and Chipco Choice. Is the intention to use Chipco Choice for all the fields for all mole cricket control?

ANSWER: Topchoice would be our preference.

7. You want the lower active ingredient product?

ANSWER: Yes

8. Would a Chipco Choice slit injection acceptable in lieu of a standard Top Choice application?

ANSWER: I would prefer Top Choice, unless there was some reason you could not get it. Yes, we could accept that.

EXHIBIT “2”

Combination Payment and Performance Bond

Consisting of 3 Pages

PAYMENT AND PERFORMANCE BOND

BOND NO. _____

PRINCIPAL:

Developer or Contractor: TruGreen, Inc.
Principal Business Address: 1790 Kirby Parkway
Suite 300
Memphis, Tennessee 38138
Contact Person: R. David Alexander, Jr.
Phone Number: (386) 274-5383

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

CITY: 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: \$66,000.00 **City Project Number:** ITB19-04 Athletic Field Pest Control and Fertilization Services
City Case/FY19/CC030519

Description of Work: Athletic Field Pest Control and Fertilization Services

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

Legal Description: Various Port Orange Athletic Field 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.

TruGreen, Inc.

ITB19-04 Athletic Field Pest Control and Fertilization Services

City Case/FY19/CC030519

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, **TruGreen, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "City" in the sum of **SIXTY-SIX THOUSAND AND 00/100 DOLLARS (\$66,000.00)**, 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 _____, 2019, entered into by and between the Principal and the City, for Athletic Field Pest Control and Fertilization, hereinafter referred to as the "Agreement," 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, 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 City all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that City 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.
5. 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 _____, 2019.

Attest:

TRUGREEN, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
R. David Alexander, Jr., 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, FLORIDA

INVITATION TO BID ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES ITB #19-04



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: January 15, 2019

**Bid Due Date and Time: February 19, 2019 at
2:30P.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 #19-04

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES. 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 February 19, 2019** 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 **January 29, 2019** 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 to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.

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 Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #19-04 **ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES**" in the subject line. Last day for questions is **February 5, 2019 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.

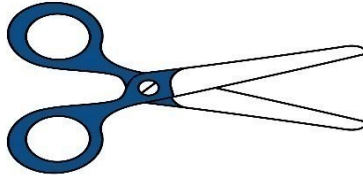
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES.**

Joseph Castro, Buyer
Legal Ad - One Time – **January 15, 2019**

[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 #19-04
BID TITLE:	ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES
DUE DATE/TIME:	February 19, 2019 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS	19
SECTION 5 – GENERAL TERMS AND CONDITIONS	23
SECTION 6 – SPECIAL CONDITIONS	49
SECTION 7 – REQUIRED FORMS	50
FORM 7.1 – BID SUBMITTAL CHECKLIST	50
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	51
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	52
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	53
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	54
FORM 7.6 – ANTI-COLLUSION FORM	55
FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS	56
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	58
FORM 7.9 – LISTING OF SUBCONTRACTORS	59
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	60
BID COST/FEE PROPOSAL	62
BID BOND	63
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	65

SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange is soliciting sealed bids from vendors to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at the City of Port Orange athletic field locations.

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:January 15, 2019
Non-Mandatory Pre-Bid ConferenceJanuary 29, 2019 at 10:00 A.M.
Deadline for Questions:February 5, 2019 by 5:00 P.M.
Final Addendum Posting: February 12, 2019 by 5:00 P.M.
Bids Due: February 19, 2019 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: Joseph Castro, Buyer
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 #19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES" 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:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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 IT 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

SPECIFICATIONS

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Service for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

☐ No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears).

1. Scope

- a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.
- b. Chemical applications will include, but is not limited to all fertilizers, chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids; fungus; leaf spot and pythium; broadleaf weeds, grassy weeds, and sedges.
- c. "Control of" shall be defined as no more than one occurrence of any manifestation during the season, or a minimum of 4 months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

2. Background

- a. There are currently six (6) scheduled service locations throughout the City. (See **Appendix B**, Locations and Service Schedule). Each location requires applications and service frequencies specific to its needs.
- b. Prior to submitting a bid Bidders should visit each site listed on **Appendix B**, to review the conditions under which it will be required to operate. Failure to do so will in no way relieve Contractor from providing any and all materials, labor, equipment or performing any work that may be required to carry out the requirements of this Agreement in accordance with the specifications contained herein.

3. Minimum Qualifications

At a minimum, Contractor shall meet the following qualifications:

- a. Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 482. These shall include the Florida Commercial Right-Of-Way

Pesticide License, the Florida Limited Commercial Maintenance License, and the Pest Control Operator Certification in Turf and Ornamental.

- b. Be able to provide all services without the use of subcontractors.
- c. Provide evidence of financial stability and viability to fulfill the requirements of this Agreement.
- d. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
- e. Have a minimum of three years' experience in the care of locally-grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
- f. Have a minimum of three years experience in lawn pest, weed and vegetation control.
- g. Employ a minimum of two technicians holding current certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
- h. Have a primary service center that is located within 12 hours of the City Center located at 1000 City Center Circle, Port Orange, Florida.
- i. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

4. Minimum Requirements

- a. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
- b. Provide a dedicated account manager headquartered within 12 hours of the City, who is readily available to administer this Agreement on a day-to-day basis.
- c. Maintain the minimum insurance requirements for the Term of Agreement.
- d. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.
- e. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
- f. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
- g. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
- h. Set up a service schedule that is designed to meet the City's requirements.
- i. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
- j. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
- k. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
- l. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
- m. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
- n. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.

- o. Perform scheduled service within five (5) business days of scheduled day. If unable to perform vendor shall reschedule with the department.
- p. Provide the dates for scheduled services for the initial six-month period of this Agreement to the City within ten (10) business days of execution of this Agreement and bi-annually thereafter.

5. Addition and Deletion of Service Locations

- a. The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty.
- b. The City shall give Contractor ten (10) days written notice of any deletions of regularly scheduled service location. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

6. Bermuda Turfgrass Application Program

- a. All Bermuda Turfgrass applications are accounted for in **Appendix A** with the 12-month treatment plan.
- b. The vendor shall will be responsible for all granular fertilizer applications, as well as, the Topchoice mole cricket treatment.
- c. Weed Control: Contractor should include in the base price all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
- d. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermudagrass fields listed in **Appendix B**. The costs of these applications are to be included in the Contractors monthly price. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
- e. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than two (2) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
- f. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
- g. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to Port Orange.
- h. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of

these scheduled pesticide applications are to be included in the Contractor's monthly price.

- i. Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.
- j. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
- k. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURF: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractors responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of turf grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed pest control program is prescribed to:

Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.

Not extend beyond target pests resulting in discoloration or injury to turf stand.

Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area. The Sport Complex Manager and the awarded bidder shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field by field basis only with prior approval by City staff.

INSECT CONTROL

- A. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And retreat as needed at no additional cost to the City This will be at the discretion of the Parks Manager.
- B. Turf areas shall be checked bi-weekly, by the chemical maintenance company during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other vendor negligence, shall result in vendor replacement of damaged areas.
- C. Warning signs will be placed on fields with application date written on with an industrial marker. All containers used for mixing application will be removed from school property upon completion of job.
- D. A review (walk-thru inspection) will be conducted by Sport Complex Representative and vendor on each visit to evaluate potential disease, pest and or weed damage. The contractor will set aside a time frame to communicate and document with Sport Complex representative the needs of the city.
- E. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. This will be at the discretion of the Sport Complex Manager.
- F. Curfew application will be applied in late April, or early May.

FERTILIZATION PROGRAM:

Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

Rate of Application:	1.50 pound of Nitrogen per 1,000 sq.ft.
Form of Fertilizer:	Granular, well formed, uniform particle size blend
Fertilizer Analysis Ratio:	4:2:3 minimum w / Iron (Fe). No more than 50% "Quick Release" forms of Nitrogen. No more than 50% Water Insoluble Nitrogen (WIN) via Sulfur Coated Urea (SCU) or Synthetic Forms (IBDU, etc.). Fertilizer labels shall be made available to the City following application.

The vendor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications will depend upon the type of turf grass and is designated below. Extra applications per written report may be required on weak and stressed fields.

ADDITIONAL SERVICES:

1. Verticutting is highly recommended once a year. Removal of all thatch from verticutting of fields will be the contractors' responsibility. The city will incur all costs with this process.

Appendix A

Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide
January	As Needed		As Needed	As Needed
February	As Needed		As Needed	As Needed
March	As Needed	Ronstar	Treatment	As Needed
April	As Needed		Treatment	Treatment
May	Treatment	Topchoice		Treatment
June	Treatment	Primo Growth Regulator	As Needed	Treatment
July	Treatment	Barricade	As Needed	Treatment
August	Treatment	Primo Growth Regulator	Treatment	Treatment
September	Treatment		Treatment	Treatment
October	As Needed		As Needed	Treatment
November	As Needed		As Needed	As Needed
December	As Needed		As Needed	As Needed

Includes: City Center ballfields 1,2,3,4 and soccer field, Southwinds soccer fields,
 Coraci ballfields 1,2, 3, 4, Coraci Multipurpose field football field
 Creekside Middle Athletic Fields, Silver Sands football field,
 Spruce Creek Rd. Park ballfields 1, 2

Appendix B

Service Locations in Port Orange, Florida

- | | |
|---|---|
| 1. City Center Complex
4609 City Center Drive | 5 softball fields, 1soccer field |
| 2. Southwinds Soccer complex
field 1200 Richel Dr. | 1 multi-purpose |
| 3. Coraci Park
5200 Coraci Blvd. | 4 softball fields,
1 multi-purpose
field 1 football field |
| 4. Creekside Middle Athletic Field
field 6751 Airport Rd. | 1 multi-purpose |
| 5. Silver Sands Football Field
1300 Herbert St. | 1 Football field |
| 6. Spruce Creek Rd. Softball Fields
481 Central Park Blvd. | 2 softball fields |

END-OF-SCOPE

[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, 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 the 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 non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

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

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

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

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

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

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

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

48. INDEPENDENT CONTRACTOR

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

If required, 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 Buyer 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: Joseph Castro, 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 one (1) year with three (3) one-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.

[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 an identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**ADDENDUM ACKNOWLEDGEMENT**

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

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 _____

of _____, as _____ 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 of 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): _____

BUSINESSNAME: _____

CONTACTPERSON/TITLE: _____

MAILINGADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 19-04 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

ITB # 19-04

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:	

	All Locations with Bermuda Turfgrass	APROX ACREAGE	COST PER INSECTICIDE TREATMENT	COST PER PREMIUM HERBICIDE TREATMENT	COST PER FUNGICIDE TREATMENT	COST HERBICIDE TREATMENT		COST FOR ADDITIONAL SERVICES - SEPERATE FROM TOTAL BASE BID	
Item								Description	Description
								Verticutting	Thatch Removal
1	City Center Softball Field # 1	2.00	\$	\$	\$	\$		\$	\$
2	City Center Softball Field # 2	1.50	\$	\$	\$	\$		\$	\$
3	City Center Softball Field # 3	2.00	\$	\$	\$	\$		\$	\$
4	City Center Softball Field # 4	1.50	\$	\$	\$	\$		\$	\$
5	City Center Softball Field # 5	1.50	\$	\$	\$	\$		\$	\$
6	City Center Soccer Field	2.50	\$	\$	\$	\$		\$	\$
7	Southwinds Soccer Complex (Multi-Purpose Field)	7.00	\$	\$	\$	\$		\$	\$
8	Coraci Park Softball Field # 1	2.50	\$	\$	\$	\$		\$	\$
9	Coraci Park Softball Field # 2	2.50	\$	\$	\$	\$		\$	\$
10	Coraci Park Softball Field # 3	2.50	\$	\$	\$	\$		\$	\$
11	Coraci Park Softball Field # 4	2.50	\$	\$	\$	\$		\$	\$
12	Coraci Park Multipurpose Field	1.32	\$	\$	\$	\$		\$	\$
13	Coraci Football Field	1.32	\$	\$	\$	\$		\$	\$
14	Creeside Elementary (Multi-Purpose Field)	8.00	\$	\$	\$	\$		\$	\$
15	Silver Sands Football Field	1.32	\$	\$	\$	\$		\$	\$
16	Spruce Creek Rd. Softball Field # 1	1.50	\$	\$	\$	\$		\$	\$
17	Spruce Creek Rd. Softball Field # 2	1.50	\$	\$	\$	\$		\$	\$
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	\$					Total Base Bid Including	\$0.00	
	COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	\$					All Labor and materials		

This document must be completed and returned with your Submittal

BID BOND**BID BOND**

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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

1. Provision of Services

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

(i) _____

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

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

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

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

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



NOTICE OF INTENT TO AWARD

ITB #19-04

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

February 21, 2019

On February 19, 2019 Purchasing received three (3) bid submittals for ITB # 19-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES. After review of the responses, City Staff has made a recommendation to award TruGreen of Daytona Beach, FL. per the submitted pricing:

BARRICADE	\$13.00 per acre
PRIMO GROWTH REGULATOR	\$63.00 per acre
RONSTAR	\$223.00 per acre
CURFEW	\$1,000.00 per acre
TOP CHOICE	\$265.00 per acre
INSECTICIDE	\$12.00 per acre
FUNGICIDE	\$195.00 per acre
HERBICIDE	\$27.00 per acre
FERTILIZATION	\$85.00 per acre
VERTICUTTING (OPTIONAL)	\$480.00 per acre
THATCH REMOVAL (OPTIONAL)	\$650.00 per acre
ADDITIONAL .5 ACRE (OPTIONAL)	\$95.00 per acre
ADDITIONAL 1.0 ACRE (OPTIONAL)	\$190.00 per acre
ADDITIONAL PRE-EMERGENT FOR OCTOBER&DECEMBER (OPTIONAL)	\$15.00 per acre
CHIPCO CHOICE SLIT INJECTION FOR ALL LOCATIONS (OPTIONAL)	\$11,816.00

The recommendation will be presented to City Council on March 5, 2019.

Joseph Castro
Buyer



CITY OF PORT ORANGE 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 TITLE:

OPENING DATE/TIME:

**ATHLETIC FIELD
PEST CONTROL
AND
FERTILIZATION
SERVICES
February 19, 2019 @ 2:30 P.M.**

All Locations with Bermuda Turfgrass	APROX ACREAGE	YELLOWSTONE LANDSCAPING	COST OF BARRICADE TREATMENT PER ACRE	COST OF PRIMO GROWTH REGULATOR TREATMENT PER ACRE	COST OF RONSTAR TREATMENT PER ACRE	COST OF CURFEW TREATMENT PER ACRE	COST OF TOP CHOICE TREATMENT PER ACRE	COST OF INSECTICIDE TREATMENT PER ACRE	COST OF FUNGICIDE TREATMENT PER ACRE	COST OF HERBICIDE TREATMENT PER ACRE	COST OF FERTILIZATION TREATMENT PER ACRE
City Center Softball Field # 1	2.00		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
City Center Softball Field # 2	1.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
City Center Softball Field # 3	2.00		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
City Center Softball Field # 4	1.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
City Center Softball Field # 5	1.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
City Center Soccer Field	2.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Southwinds Soccer Complex (Multi Purpose Field)	7.00		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Park Softball Field # 1	2.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Park Softball Field # 2	2.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Park Softball Field # 3	2.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Park Softball Field # 4	2.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Park Multipurpose Field	1.32		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Coraci Football Field	1.32		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Creekside Elementary (Multi Purpose Field)	8.00		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Silver Sands Football Field	1.32		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Spruce Creek Rd. Softball Field # 1	1.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
Spruce Creek Rd. Softball Field # 2	1.50		\$58.00	\$81.00	\$218.00	\$1,235.00	\$514.00	\$181.00	\$675.00	\$662.00	\$331.00
			\$986.00	\$1,377.00	\$3,706.00	\$20,995.00	\$6,738.00	\$3,077.00	\$11,475.00	\$11,254.00	\$5,627.00

										Total Base Bid Including	\$67,235.00
										All Labor and Materials	

All Locations with Bermuda Turfgrass	APROX ACREAGE	TRUGREEN	COST OF BARRICADE TREATMENT PER ACRE	UNIT PRICE	COST OF PRIMO GROWTH REGULATOR TREATMENT PER ACRE	UNIT PRICE	COST OF RONSTAR TREATMENT PER ACRE	UNIT PRICE	COST OF CURFEW TREATMENT PER ACRE	UNIT PRICE	COST OF TOP CHOICE TREATMENT PER ACRE	UNIT PRICE	COST OF INSECTICIDE TREATMENT PER ACRE	UNIT PRICE	COST OF FUNGICIDE TREATMENT PER ACRE	UNIT PRICE	COST OF HERBICIDE TREATMENT PER ACRE	UNIT PRICE	COST OF FERTILIZATION TREATMENT PER ACRE	UNIT PRICE
City Center Softball Field # 1	2.00		\$26.00	\$13.00	\$126.00	\$63.00	\$446.00	\$223.00	\$2,000.00	\$1,000.00	\$530.00	\$265.00	\$24.00	\$12.00	\$390.00	\$195.00	\$54.00	\$27.00	\$170.00	\$85.00
City Center Softball Field # 2	1.50		\$19.50	\$13.00	\$94.50	\$63.00	\$334.50	\$223.00	\$1,500.00	\$1,000.00	\$397.50	\$265.00	\$18.00	\$12.00	\$292.50	\$195.00	\$40.50	\$27.00	\$127.50	\$85.00
City Center Softball Field # 3	2.00		\$26.00	\$13.00	\$126.00	\$63.00	\$446.00	\$223.00	\$2,000.00	\$1,000.00	\$530.00	\$265.00	\$24.00	\$12.00	\$390.00	\$195.00	\$54.00	\$27.00	\$170.00	\$85.00
City Center Softball Field # 4	1.50		\$19.50	\$13.00	\$94.50	\$63.00	\$334.50	\$223.00	\$1,500.00	\$1,000.00	\$397.50	\$265.00	\$18.00	\$12.00	\$292.50	\$195.00	\$40.50	\$27.00	\$127.50	\$85.00
City Center Softball Field # 5	1.50		\$19.50	\$13.00	\$94.50	\$63.00	\$334.50	\$223.00	\$1,500.00	\$1,000.00	\$397.50	\$265.00	\$18.00	\$12.00	\$292.50	\$195.00	\$40.50	\$27.00	\$127.50	\$85.00
City Center Soccer Field	2.50		\$32.50	\$13.00	\$157.50	\$63.00	\$557.50	\$223.00	\$2,500.00	\$1,000.00	\$662.50	\$265.00	\$30.00	\$12.00	\$487.50	\$195.00	\$67.50	\$27.00	\$212.50	\$85.00
Southwinds Soccer Complex (Multi Purpose Field)	7.00		\$91.00	\$13.00	\$441.00	\$63.00	\$1,861.00	\$223.00	\$5,950.00	\$850.00	\$1,855.00	\$265.00	\$84.00	\$12.00	\$1,365.00	\$195.00	\$189.00	\$27.00	\$595.00	\$85.00
Coraci Park Softball Field # 1	2.50		\$32.50	\$13.00	\$157.50	\$63.00	\$557.50	\$223.00	\$2,500.00	\$1,000.00	\$662.50	\$265.00	\$30.00	\$12.00	\$487.50	\$195.00	\$67.50	\$27.00	\$212.50	\$85.00
Coraci Park Softball Field # 2	2.50		\$32.50	\$13.00	\$157.50	\$63.00	\$557.50	\$223.00	\$2,500.00	\$1,000.00	\$662.50	\$265.00	\$30.00	\$12.00	\$487.50	\$195.00	\$67.50	\$27.00	\$212.50	\$85.00
Coraci Park Softball Field # 3	2.50		\$32.50	\$13.00	\$157.50	\$63.00	\$557.50	\$223.00	\$2,500.00	\$1,000.00	\$662.50	\$265.00	\$30.00	\$12.00	\$487.50	\$195.00	\$67.50	\$27.00	\$212.50	\$85.00
Coraci Park Softball Field # 4	2.50		\$32.50	\$13.00	\$157.50	\$63.00	\$557.50	\$223.00	\$2,500.00	\$1,000.00	\$662.50	\$265.00	\$30.00	\$12.00	\$487.50	\$195.00	\$67.50	\$27.00	\$212.50	\$85.00
Coraci Park Multipurpose Field	1.32		\$17.16	\$13.00	\$83.16	\$63.00	\$294.36	\$223.00	\$1,320.00	\$1,000.00	\$349.80	\$265.00	\$15.84	\$12.00	\$257.40	\$195.00	\$35.64	\$27.00	\$112.20	\$85.00
Coraci Football Field	1.32		\$17.16	\$13.00	\$83.16	\$63.00	\$294.36	\$223.00	\$1,320.00	\$1,000.00	\$349.80	\$265.00	\$15.84	\$12.00	\$257.40	\$195.00	\$35.64	\$27.00	\$112.20	\$85.00
Creekside Elementary (Multi Purpose Field)	8.00		\$104.00	\$13.00	\$504.00	\$63.00	\$1,784.00	\$223.00	\$6,800.00	\$850.00	\$2,120.00	\$265.00	\$96.00	\$12.00	\$1,560.00	\$195.00	\$216.00	\$27.00	\$680.00	\$85.00
Silver Sands Football Field	1.32		\$17.16	\$13.00	\$83.16	\$63.00	\$294.36	\$223.00	\$1,320.00	\$1,000.00	\$349.80	\$265.00	\$15.84	\$12.00	\$257.40	\$195.00	\$35.64	\$27.00	\$112.20	\$85.00
Spruce Creek Rd. Softball Field # 1	1.50		\$19.50	\$13.00	\$94.50	\$63.00	\$334.50	\$223.00	\$1,500.00	\$1,000.00	\$397.50	\$265.00	\$18.00	\$12.00	\$292.50	\$195.00	\$40.50	\$27.00	\$127.50	\$85.00
Spruce Creek Rd. Softball Field # 2	1.50		\$19.50	\$13.00	\$94.50	\$63.00	\$334.50	\$223.00	\$1,500.00	\$1,000.00	\$397.50	\$265.00	\$18.00	\$12.00	\$292.50	\$195.00	\$40.50	\$27.00	\$127.50	\$85.00

			\$558.48	\$221.00	\$2,706.48	\$1,071.00	\$9,580.08	\$3,791.00	\$40,710.00	\$16,700.00	\$11,384.40	\$4,505.00	\$515.52	\$204.00	\$6,377.20	\$3,315.00	\$1,159.92	\$459.00	\$3,651.60	\$1,445.00
			Total Base Bid Including:																	\$78,643.68
			All Labor and Materials																	\$31,711.00
																				Unit Price

Opened and tabulated by:	Joseph Castro, Buyer
Witnessed by:	Dave Van Valkenburgh, Purchasing Agent



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (B8) Approval of Carlisle Drive License Agreement/Bella Oaks Townhome Subdivision

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the generation and execution of a License Agreement for the described improvements in the right-of way.

SUMMARY:

Staff has received an application for a License Agreement to facilitate installation of landscaping, irrigation, and two (2) monument signs in the right-of-way of Carlisle Drive between Clyde Morris Boulevard and the entrance to the Bella Oaks Townhome Subdivision. The developer of the Bella Oaks Townhome Subdivision has made this application in connection with the ongoing construction of the Bella Oaks Townhome Subdivision and Carlisle Drive. The Bella Oaks Townhome Subdivision consists of 138 townhome lots on approximately 18.3 acres.

The applicant has been advised of applicable requirements of the License Agreement and that the HOA for the Bella Oaks Townhome Subdivision will be required to maintain the landscaping, irrigation, and two (2) monument signs in the right-of-way, and if necessary, replace these improvements. Further, should the HOA fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the HOA. City liability concerns are addressed by an indemnity statement in the License Agreement document. According to the applicant, all property owners abutting the segment of Carlisle Drive have been contacted about the License Agreement and improvements that are being proposed.

As part of the approved Bella Oaks Townhome Subdivision, the developer was required to construct Carlisle Drive as a City roadway from Clyde Morris Boulevard to the Pickwick Mobile Home entrance. This includes 6' wide sidewalks on both sides, curbing, paving of the road, stormwater, and new driveway aprons for abutting properties. According to the developer, the additional right-of-way improvements being requested through the License Agreement are to provide entry signage on Clyde Morris Boulevard and create a landscape entrance into the Bella Oaks Subdivision.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Bella Oaks License Agreement	Bella Oaks License Agreement.pdf
2.	Carlisle Dr Location Map	Carlisle Dr Location Map.pdf
3.	Carlisle Dr ROW Legal Desc	Carlisle Dr ROW Legal Desc.pdf
4.	Application for Improvements in ROW	Application for Improvements in ROW.pdf

Penelope Cruz	Created/Initiated - 02/12/2019
Tim Burman	Approved - 02/15/2019
Shannon Balmer	Approved - 02/21/2019
Jake Johansson	Approved - 02/22/2019
Robin Fenwick	Final Approval - 02/26/2019

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2019, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Bella Oaks Homeowners Association, Inc., a Florida not for profit corporation, whose mailing address is 444 Seabreeze Boulevard, Suite 805, Daytona Beach, FL 32114, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of the real property identified as Bella Oaks Subdivision, approved by City Council of Port Orange on February 19, 2019 but not yet recorded Volusia County, Florida, hereinafter the "Subject Property", as described on **Exhibit "B"**; and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Carlisle Drive, located and situated in Port Orange, Volusia County, Florida, a portion of which abuts the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement, street trees, landscaping and irrigation, adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The

City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Bella Oaks Homeowners Association, Inc., 444 Seabreeze Boulevard, Suite 805, Daytona Beach, FL 32114, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County,

Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

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

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEE:

Bella Oaks Homeowners Association, Inc.,
a Florida not for profit Corporation

Printed Name: _____

Printed Name: _____

By: _____
Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of the Bella Oaks Homeowners Association, Inc., who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

NOTE:
THIS DRAWING IS TO BE USED
FOR THE LICENSE AGREEMENT
CASE #18-97500002, ALL ROADWAY
CONSTRUCTION HAS BEEN APPROVED
BY SITE PLAN DEVELOPMENT ORDER
#17-80000011

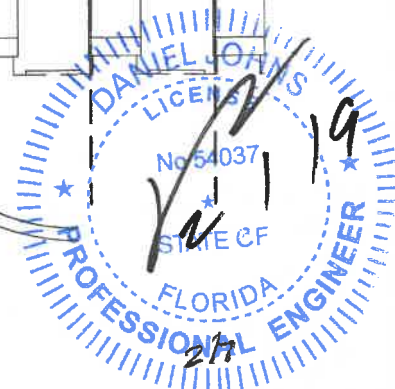
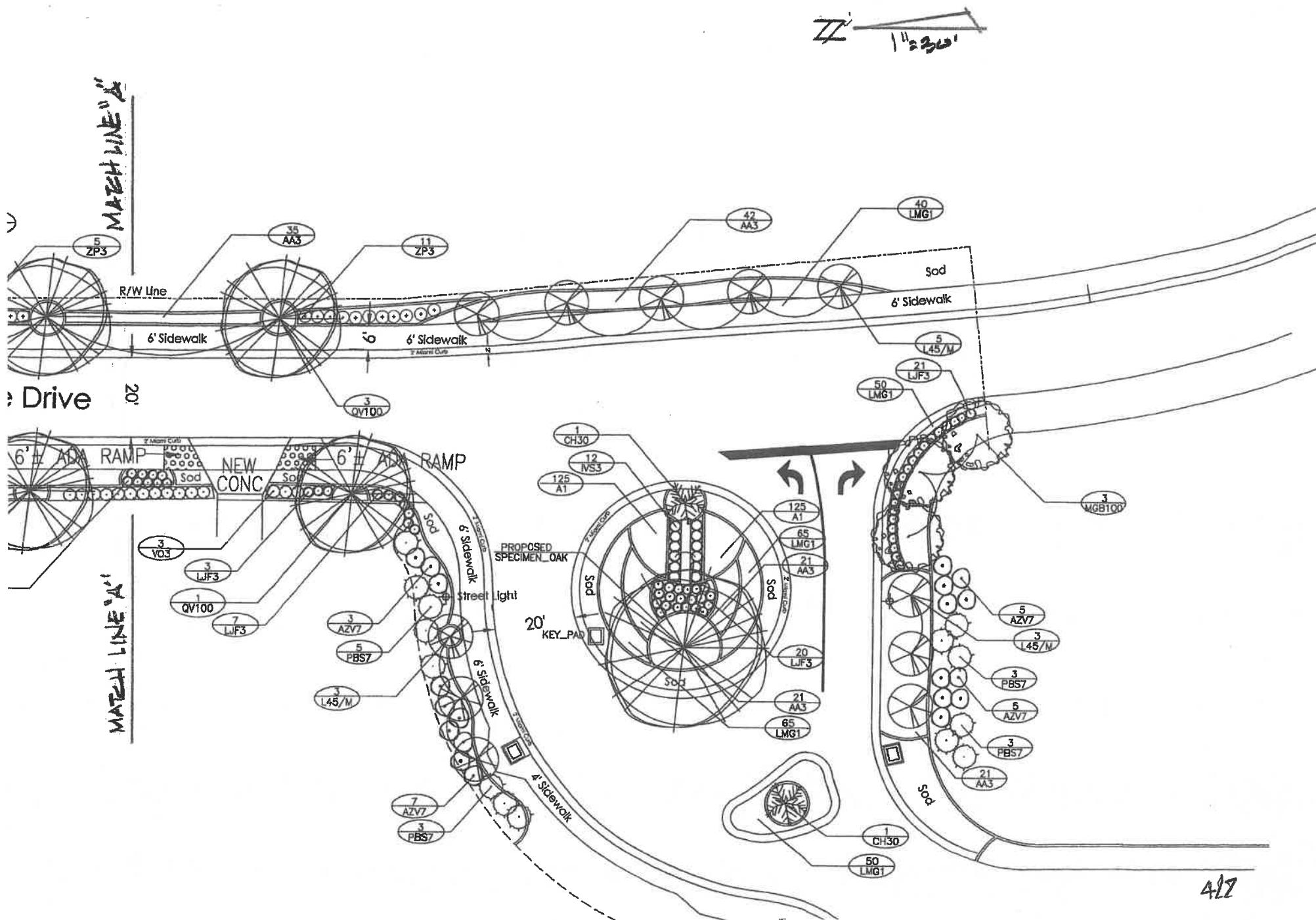




EXHIBIT "A" CONT.

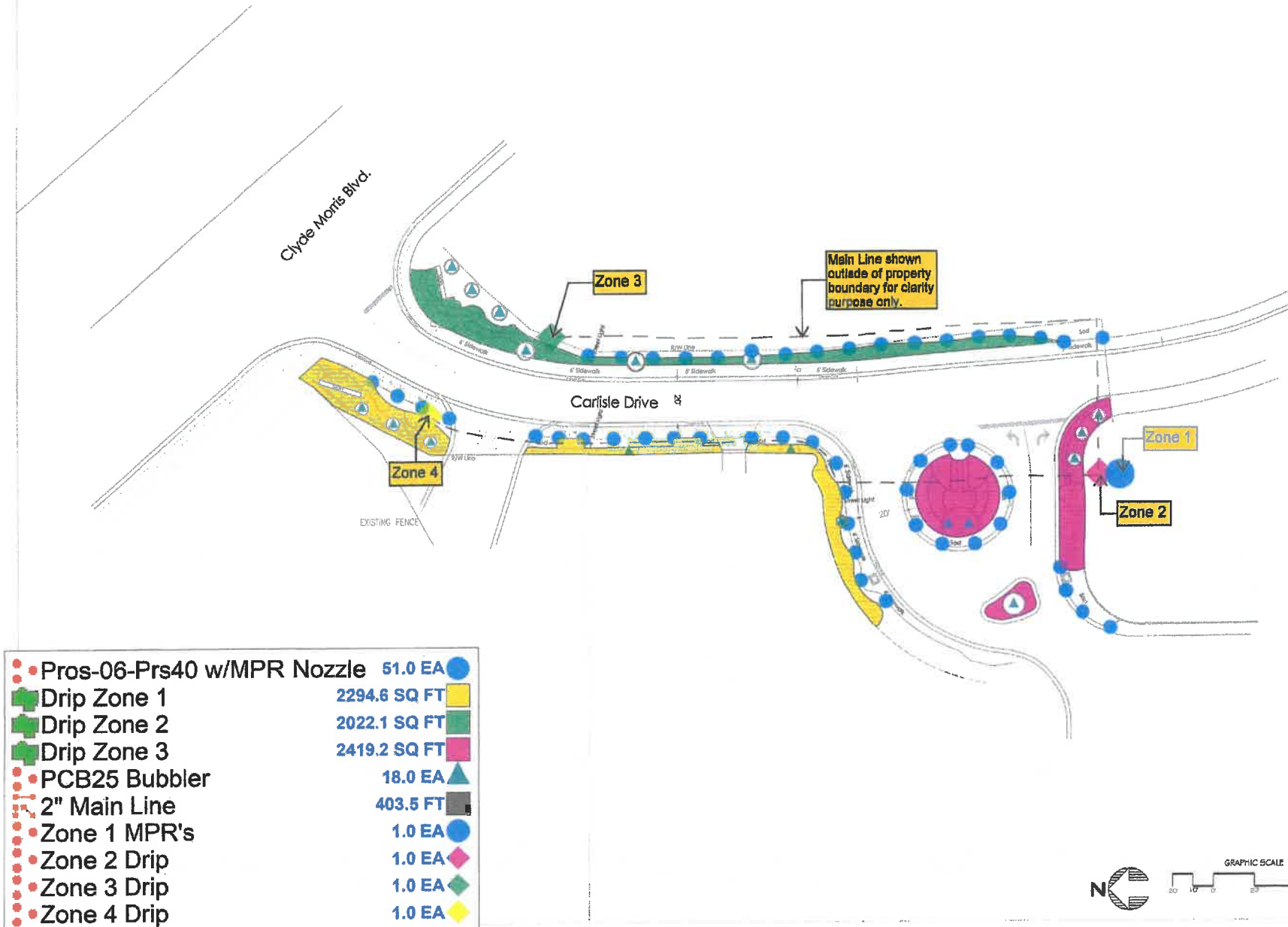


PLANT LIST
Bella Oaks Entrance

1/30/2019

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SPECIFICATIONS	SPACING
500	A1	Annuaals	to be selected	1 gallon	12" o.c.
157	AA3	<i>Agapanthus africanus</i>	Lily of the Nile	3 gallon	24" o.c.
20	AZV7	<i>Alpinia zerumbet</i> 'Variegata'	Variegated Shell Ginger	7 gallon	5' o.c.
2	CH30	<i>Chamaerops humilis</i>	European Fan Palm	30 gallon	As Shown
8	CMC3	<i>Codiaeum</i> 'Mammy'	Mammy Croton	3 gallon	30" o.c.
19	CT3	<i>Cordyline terminalis</i> 'Red Sister'	Hawaiian Ti 'Red Sister'	3 gallon	36" o.c.
33	IVS3	<i>Ilex vomitoria</i> 'Shilling's Dwarf'	Shilling's Dwarf	3 gallon	36" o.c.
46	JP3	<i>Juniperus parsonii</i>	Parsons Juniper	3 gallon	As Shown
11	L45/M	<i>Lagerstroemia indica</i>	Crape Myrtle, 'Muskgokee' multi	45 gallon	36" o.c.
89	LJF3	<i>Ligustrum japonicum</i> 'Jack Frost'	'Jack Frost' Ligustrum	3 gallon	36" o.c.
312	LMG1	<i>Liriope muscari</i> 'Evergreen Giant'	Evergreen Giant Lily Turf	1 gallon	18" o.c.
9	MGB100	<i>Magnolia grandiflora</i> 'Miss Chloe'	Magnolia, 'Miss Chloe'	100 gallon	As Shown
13	NOC7	<i>Nerium oleander</i> 'Calypso'	Calypso Oleander	7 gallon	As Shown
5	QV100	<i>Quercus virginiana</i>	Live Oak	100 gallon	As Shown
1	S_OAK	<i>Quercus virginiana</i> / Specimen	Live Oak	Specimen / To Be Chosen	As Shown
14	PBS7	<i>Philodendron bipinnatifidum</i> 'Selloum'	Selloum Philodendron	3 gallon	36" o.c.
32	SAT3	<i>Schefflera Arboricola</i> 'Trinette'	Trinette	3 gallon	36" o.c.
75	TAM1	<i>Trachelospermum asiaticum</i> 'Minima'	Dwarf Jasmine - Asiatic	1 gallon	12" o.c.
57	VO3	<i>Viburnum odoratissimum</i>	Viburnum - Sweet	3 gallon	36" o.c.
16	ZP3	<i>Zamia pumila</i> (or <i>floridana</i>)	Coontie	3 gallon	30" o.c.

84	C.Y.	Mini Pine Bark Nuggets	9000 Sq. Ft. Plant Beds
2600	Sq.Ft.	St. Augustine Sod	18 Pallets



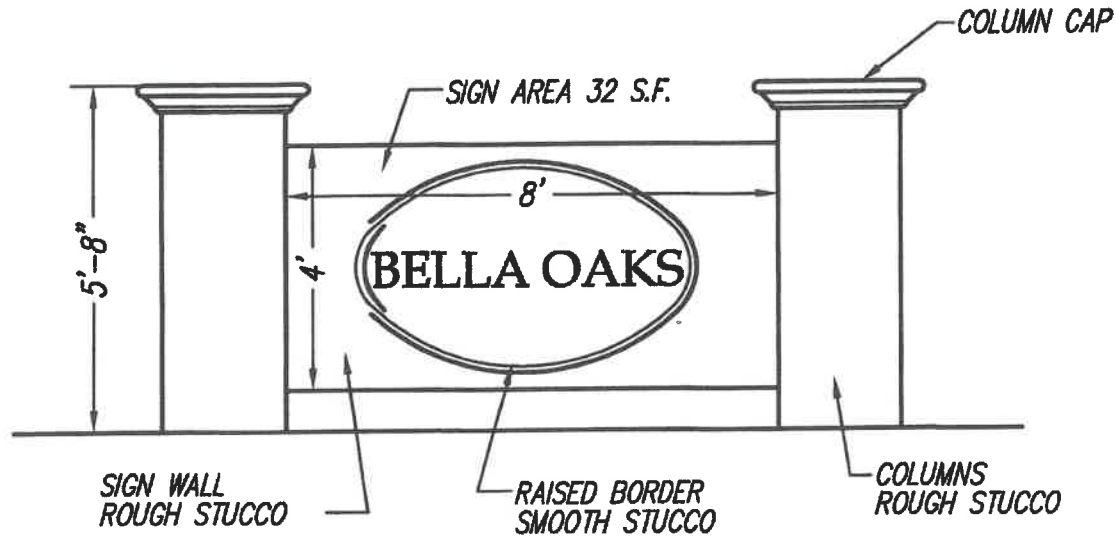
IRRIGATION PLAN
Bella Oaks Entrance
4068 Carlisle Drive
Port Orange, Florida

REVISION: 1-14-2018
1-22-2019
1-30-2019

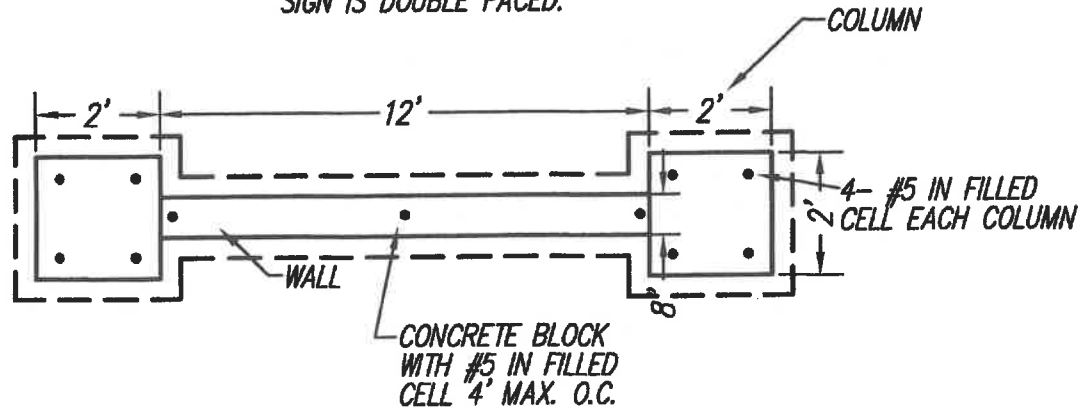
DATE: 10-6-2018
DRAWN BY: Amanda Wilson
SCALE: AS SHOWN

SHEET 1-1
1 OF 1 SHEETS

JOB NO.



NOTE:
SIGN IS DOUBLE FACED.



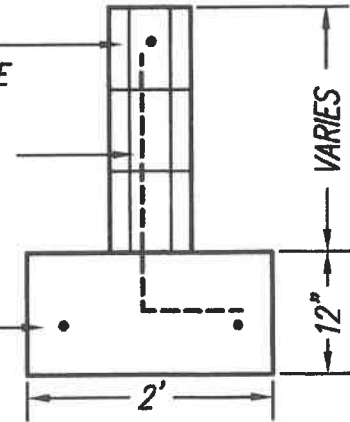
PLAN AND ELEVATION

SCALE: 1/2" = 1'-0"

1- #5 CONT.
IN LINTEL BLOCK
OR POURED CONCRETE
TIE BEAM

CONCRETE BLOCK
WITH #5 IN FILLED
CELL 4' MAX. O.C.

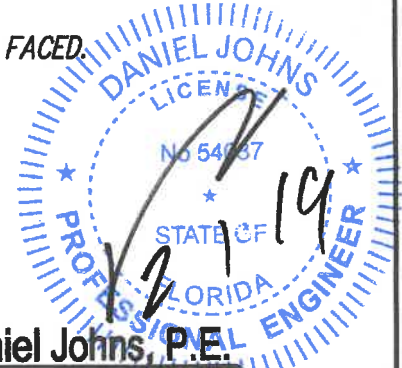
2- #5 CONT.



TYPICAL SECTION

NTS

NOTE:
SIGN IS DOUBLE FACED.



Daniel Johns, P.E.

Professional Engineer #54037
3889 S. Nova Rd. - Suite 3 Port Orange, Florida 32127
phone 386-756-8582 e-mail danjohns@djengineers.com

EXHIBIT "B"

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

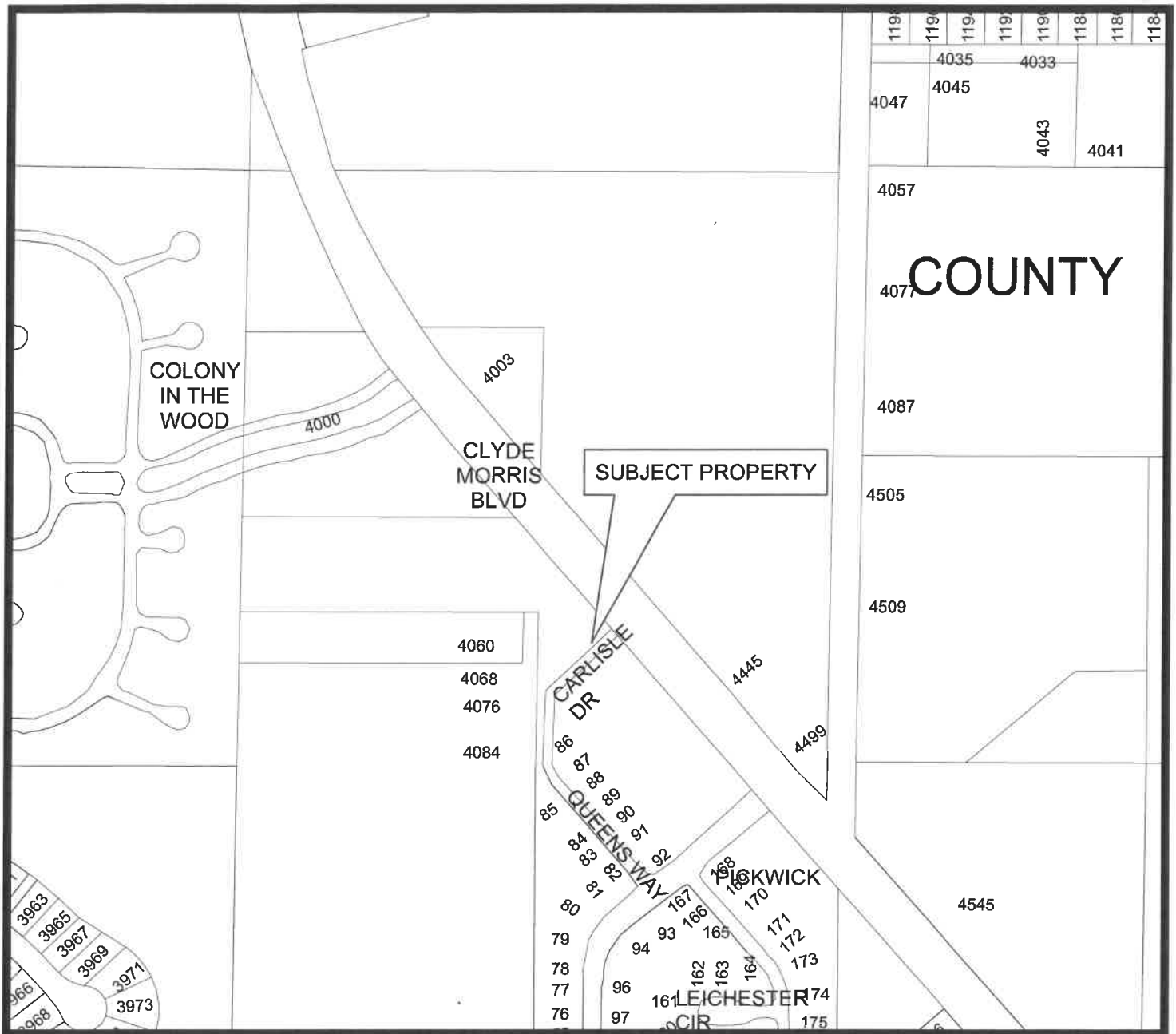
LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY; THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 796,011.275 Sq.Ft., 18.27 ACRES MORE OR LESS



Case No.: 18-97500002

Applicant: GATLIN TWO, LLC

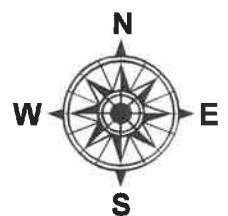
Location: 4068 Carlisle Drive

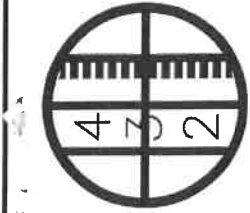
Requested Action: To obtain a License Agreement for various improvements in the right-of-way, including landscaping, irrigation, and 2 monument signs.



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

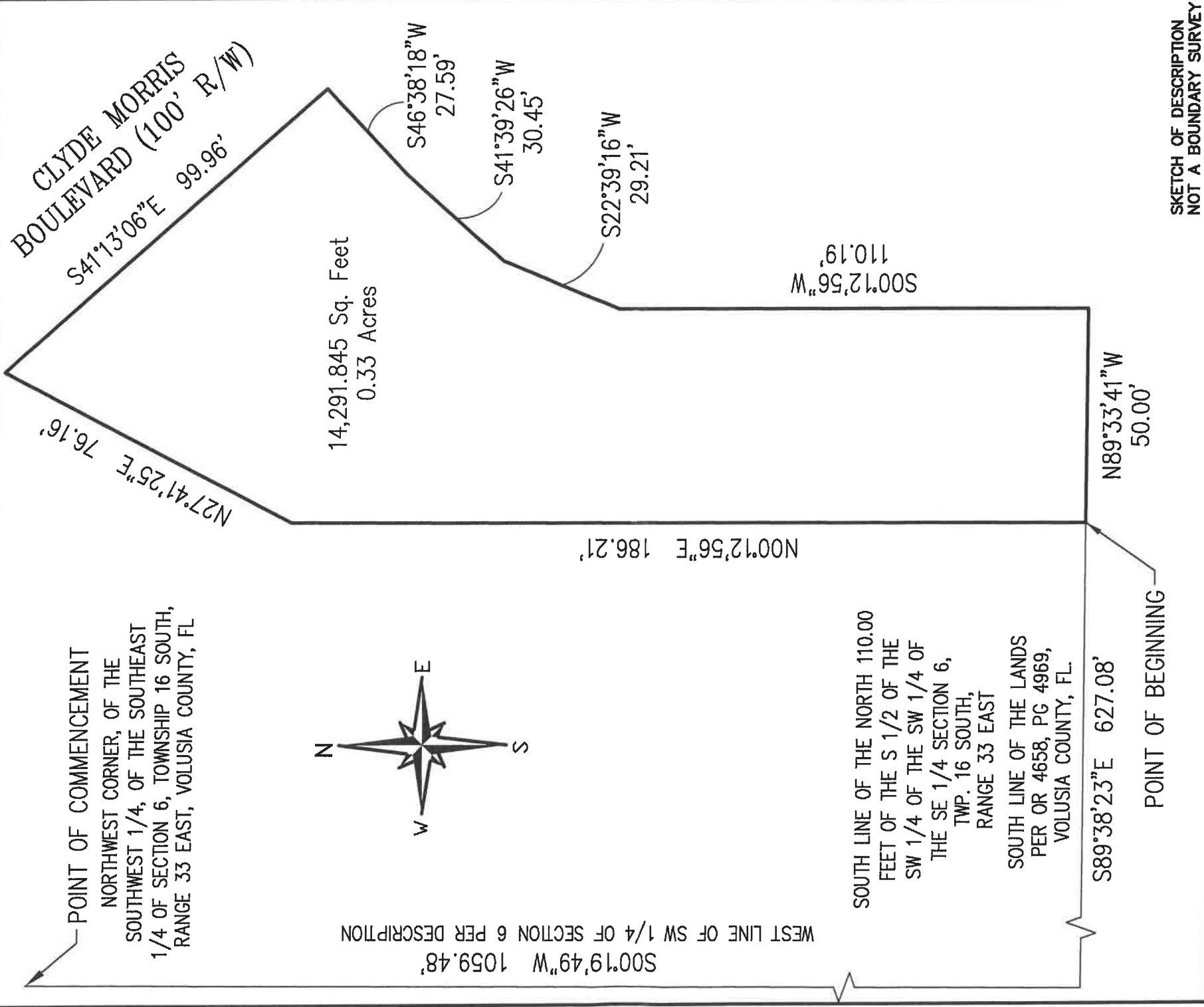
3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

Copyright ©2019 Sliger & Associates, Inc.

www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: JIM PAYTAS -- INVESTMENTS		SHEET 1 OF 2	
DESCRIPTION: SEE SHEET 2 OF 2	ABBREVIATIONS		
	(P) (D) (M) (C) ID A/C R/W C D R L CB FP&L CO. N.G.V.D. U.S.C. & G.S.	PLATTED DIMENSION DEEDED DIMENSION MEASURED DIMENSION CALCULATED DIMENSION IDENTIFICATION AIR CONDITIONER RIGHT OF WAY CENTERLINE CENTRAL ANGLE RADIUS ARC LENGTH CHORD BEARING FLORIDA POWER & LIGHT COMPANY NATIONAL GEODETIC VERTICAL DATUM UNITED STATES COAST AND GEODETIC SURVEY	LEGEND ● IRON ROD WITH CAP ○ IRON PIPE □ CONCRETE MONUMENT ■ PERMANENT REFERENCE MONUMENT △ PERMANENT CONTROL POINT (R) RADIAL LINE (NR) NON-RADIAL LINE ○ EXISTING ELEVATION □ PROPOSED ELEVATION
SCALE: 1"=30'		JOB #19--0124	
FIELD BOOK:		PAGE:	



1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, BEING S00°19'49"W.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG THE WEST LINE OF SOUTHWEST 1/4 OF SECTION 6, SOUTH 00°19'49" WEST, 1059.48 FEET; TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 4969, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THENCE SOUTH 89°38'23" EAST, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, 627.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°12'56" EAST, 186.21 FEET; THENCE NORTH 27°41'25" EAST, 76.16 FEET TO THE RIGHT OF WAY LINE WITH CLYDE MORRIS BOULEVARD, (BEING A 100 FOOT RIGHT OF WAY); THENCE SOUTH 41°13'06" EAST, ALONG SAID RIGHT OF WAY LINE 99.96 FEET; THENCE SOUTH 46°38'18" WEST, 27.59 FEET; THENCE SOUTH 41°39'26" WEST, 30.45 FEET; THENCE SOUTH 22°39'16" WEST, 29.21 FEET; THENCE SOUTH 00°12'56" WEST, 110.19 FEET; THENCE NORTH 89°33'41" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14,291.845 Sq.Ft., 0.33 Acres

REFERENCE: BELLA OAKS

THIS PLAN OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PAYTAS HOMES	1-29-2019	19-0124
DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

FOR: JIM PAYTAS – INVESTMENTS

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	JANUARY 29, 2019	19-0124		TJ	JB
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

STANDARDS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER
5J-17.05, FLORIDA ADMINISTRATIVE
CODE, PURSUANT TO SECTION 472.027,
FLORIDA STATUTES.

[Signature]
J.E. HART, P.L.S. NO. 4046
JEFF N. BARNES, P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

JOE HAPERT, P.L.S. NO. 4046
JEFF M. BARNES, P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

RECEIVED

NOV 29 2018

City of Port Orange
Community Development

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: GIATUN TWO, LLC % JAMES PAYTAS, JR.
Address: 794 SANDERS RD STE #1 Phone: 386 756 0439
Property Address/Location: 4068 CARLISLE DR.
Subdivision Name (If applicable): BELLA OAKS
Does Subdivision have a Homeowners Association? Yes X No PENDING APPROVAL
Description of Request: PROPOSED SIGN, LANDSCAPE, IRRIGATION IN CARLISLE
Speed Limit for Subject Road: 25 Type of Curbing: MIAMI
List Type and Size of any Proposed Shrubs: EXTENSIVE LIST - SEE PLAN ATTACHED
List Type and Size of any Proposed Trees: EXTENSIVE LIST - SEE PLAN ATTACHED
List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc.): SUBDIVISION SIGN IRRIGATION

REQUIRED ATTACHMENTS

- ☒ A copy of the property deed
- ☐ A sealed property survey
- ☐ A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ☐ Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ☐ Other documentation (as requested by the City)
- ☐ Processing fee (\$75)

PLEASE NOTE: All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.

Property Owner Signature: J.P. 9/17 manager Date: 11-16-18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11-16, 2018 by
James Pastor, Jr, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

D Miller
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:



Property Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____, 20____ by
_____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: Yes

SUBJECT: (B9) Approval of Fee Reduction or Waiver - Oak Trail Run Townhomes

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to waive the \$500 work without permit penalty fee for each building permit based on staff miscommunication, but require the current contractor to pay the standard building permit fee for each permit and any necessary revision or re-inspection fees.

SUMMARY: On April 25, 2018, Klenk Roofing (hired by Oak Trail Run Homeowners Association), was cited for work without a permit for replacing roofs over balconies for 7 townhome units in the Oak Trail Run Subdivision. The Oak Trail Run Homeowners Association (HOA) was informed that their contractor was required to submit a building permit for each townhome unit balcony roof that their previously contractor repaired without a permit. According to the City Fee Resolution, a \$500 penalty fee, in addition to the \$134.00 cost of the building permit, is to be paid prior to issuance of each building permit.

On October 18, 2018, the contractor submitted the required building permits to the City but disputed the \$500 work without permit fee on each building permit. In December 2018, the Oak Trail Run HOA contacted Code Enforcement staff about the disputed permits; staff informed the HOA at that time that if a new roof contractor was hired to pull the building permits and verified that the previous work completed complied with the approved building permits, and obtained all required inspections, the work without permit fine would not apply to the new hired contractor. However, according to the City Fee Resolution, the \$500 penalty fee stays with the address where the work was done without a permit, and the fee must be paid prior to the issuance of the building permit for the work, regardless of the contractor.

According to the HOA, the original contractor refused to pay the work without permit fines, and instead of the HOA paying the fines for the permits, the HOA instead hired a different contractor to pull the permits for the work done based on the information provided to them by staff. The HOA believed that the additional money spent to hire another contractor was the reason the work without permit fine would not apply.

According to the HOA, the new contractor hired by the HOA is prepared to pull permits and complete the inspection process. Due to the miscommunication regarding work without permit fees, a request has been made by the HOA to waive the \$500 penalty fee for each of the 7 permits. In response to the miscommunication with the HOA, Community Development has met with Code Enforcement staff to review the City's Fee

Resolution as it relates to the penalty fee for working without a permit.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

Tim Burman	Created/Initiated - 02/26/2019
Jake Johansson	Approved - 02/26/2019
Robin Fenwick	Final Approval - 02/28/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (B10) Resolution No. 19-11 - Providing for a Canvassing Board

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-11.

SUMMARY: The City is required to appoint a canvassing board for the Special Primary Election to be held on April 30, 2019, as well as the Special Election on June 11, 2019, if it is needed. The attached resolution does that and provides the duties and responsibilities of the canvassing board.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso - Canvassing Board and Election Procedures Ver 3	Reso - Canvassing Board and Election Procedures Ver 3.docx
----	---	--

Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 02/22/2019
New -

RESOLUTION NO. 19-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPOINTING A CANVASSING BOARD; ESTABLISHING CANVASSING, RECOUNT, PROTEST, AND CONTEST PROCEDURES FOR THE UPCOMING PRIMARY AND SPECIAL ELECTION CALLED BY RESOLUTION NO. 19-4 TO ELECT A COUNCILMEMBER FOR DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has declared a vacancy in the District 1 Council Seat, pursuant to the requirements of Charter Section 5.05(a) upon the death of a councilmember; and

WHEREAS, the City Council has established the dates for the special and primary election by its adoption of Resolution 19-4; and

WHEREAS, the Primary Election shall be held Tuesday, April 30, 2019, and the Special Election shall be held on Tuesday, June 11, 2019, if necessary; and

WHEREAS, the City Council now wishes to appoint a canvassing board and canvassing, recount, protest, and contest procedures for the upcoming elections described above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

Section 1. The City Council of the City of Port Orange hereby appoints the following individuals to serve on the canvassing board for the upcoming municipal election(s):

- Robin L. Fenwick, City Clerk
- Shelby Field, Assistant City Clerk
- M. H. Johansson, City Manager, or his designee

The city attorney, deputy city attorney, any assistant city attorney, any member of staff of the city clerk, and the staff of the supervisor of elections may assist the canvassing board in carrying out its responsibilities.

Section 2. The City Council hereby adopts the following procedures for canvassing to be followed in the upcoming municipal election(s):

CANVASSING

The city canvassing board shall meet in a building accessible to the public at the times and places to be designated by the city clerk to publicly examine the voting machines prior to the election, and canvass the absentee electors' ballots and provisional ballots on the day of the election or thereafter. . Public notice of the times and places at which the city canvassing board shall meet shall be given at least 48 hours prior thereto by publication once in a newspaper of general circulation in the city. As soon as the absentee electors' ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate as shown by the returns then on file in the office of the supervisor of elections.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (C11) Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See attached Joint Meeting Guide.

SUMMARY: Chairman Drew Bastian will conduct the joint meeting. Please see attached notice, agenda, and outline for joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Port Orange Property Development, Inc.	Port Orange Property Development, Inc..pdf
2.	Draft Meeting Minutes 1-16-18	POPDI 2018 Board Meeting Minutes 1-1].docx

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 01/02/2019
Approved - 02/22/2019
Approved - 02/26/2019
Final Approval - 02/28/2019



**NOTICE OF JOINT ANNUAL MEETING
of Members, Directors and Design Review Board Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida**

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 5, 2019, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. Approval of Minutes of January 16, 2018 for meeting of the Members and Directors
4. Approval of Minutes of January 16, 2018 for meeting of the Design Review Board
5. Election of the Board of Directors;

Current Board of Directors

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Vacancy

Board of Directors to be elected

Donald Burnette

Drew Bastian

Scott Stiltner

Chase Tramont

Person elected to council in the special election on April 30, 2019, with the interim appointment filling the position until the election.

6. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

7. Election of officers:

Current Officers

Scott Stiltner, Chairman

Vacancy, Vice Chairman

Drew Bastian, President

Chase Tramont, Vice President

Donald Burnette, Secretary

Vacancy, Treasurer

Nominations for election of officers:

Chairman: _____

Vice-Chairman: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: Dr. Scott R. Neils

8. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Members and the Board of Directors, the Design Review Board shall consider and take action on the following items:

Agenda for Meeting of the Design Review Board:

9. Election of officers:

Current Officers

Drew Bastian, Chairman

Vacancy, Vice-Chairman

Nominations for election of officers:

Chairman: _____

Vice-Chairman: _____

10. Such other business as may be brought before the Design Review Board.

DATED: February 22, 2019.

/s/ Robin Fenwick for
Donald O. Burnette, Secretary

Copy to: Donald Burnette, Mayor
Chase Tramont, Vice Mayor
Drew Bastian, Councilman
Scott Stiltner, Councilman
M. H. Johansson City Manager
Margaret T. Roberts, City Attorney

**JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN
REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC.**

March 5, 2019

I call the Annual Meeting of the Members, Directors, and Design Review Board of PORT ORANGE PROPERTY DEVELOPMENT, INC., to Order.

1. **Roll Call: Members of the City Council:** Donald Burnette, Drew Bastian, Scott Stiltner, and Chase Tramont
2. **Do I have an objection to the notice of meeting?**
Hearing no objection, the notice is accepted.
3. **Do I have a motion to approve the Minutes of the January 16, 2018 meeting of the Members and Directors?**

Second? Voice vote
4. **Do I have a motion to approve the Minutes of the January 16, 2018 meeting of the Design Review Board?**

Second? Voice vote
5. **Election of Board Members: Do I have a motion to elect the Board members?**
Drew Bastian, Don Burnette, Scott Stiltner, Chase Tramont and the Person elected to council in the special election on April 30, 2019, with the interim appointment filling the position un the elections.

Second? Voice vote
6. **Any further business to be brought before the Members? There being none, we will move on to the business of the Board of Directors.**
7. **Election of Officers of the Board of Directors:**
 - A. **Do I have a nomination for the position of Chairman?**

Chairman: _____

Voice vote
 - B. **Do I have a nomination for Vice Chairman?**

Vice-Chairman: _____

Voice vote

C. Do I have a nomination for President?

President: _____

Voice vote

D. Do I have a nomination for Vice President?

Vice President: _____

Voice vote

E. Do I have a nomination for Secretary?

Secretary: _____

Voice vote

**F. Do I have a motion to elect Dr. Scott R. Neils for Treasurer?
Second? Voice vote**

8. New Business: Appointment of Registered Agent: Do I have a motion to appoint Dr. Scott R. Neils as Registered Agent effective with the filing of the 2019 annual report?

Second? Voice vote

9. Any further business to be brought before the Board of Directors? There being none, we will move on to the business of the Design Review Board.

9. Election of Chairman and Vice Chairman of the Design Review Board:

A. Do I have a nomination to elect the Chairman for the one year term?

_____ as Chairman

Voice vote

B. Do I have a nomination to elect the Vice Chairman for the one year term?

_____ as Vice Chairman

Voice vote

10. **Is there any further business of the Design Review Board? There being none, this annual meeting of the Members, Directors and the Design Review Board is adjourned.**

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 16, 2018

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Vice Chairman Scott Stiltner at 7:03 p.m.

1. Roll Call: Present: Bob Ford
Don Burnette
Drew Bastian
Scott Stiltner
Chase Tramont

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

2. Proof of Notice of Meeting

There were no objections to the notice of the meeting as posted. There were no public comments as to the meeting notice.

3. Approval of Minutes – January 17, 2017 for meeting of the Members and Directors

Motion to approve the Minutes of January 17, 2017 as presented was made by Member Tramont and seconded by Member Bastian.
Motion carried unanimously by voice vote.

4. Approval of Minutes – January 17, 2017 for the meeting of the Design Review Board

Motion to approve the Minutes of January 17, 2017 as presented was made by Member Tramont and seconded by Member Bastian.
Motion carried unanimously by voice vote.

5. Election of Board of Directors

Current Board of Directors:

_____ (Vacant)
Scott Stiltner
Drew Bastian
Donald Burnette
Bob Ford

Motion was made by Member Form to elect
Drew Bastian, Don Burnette, Bob Ford, Scott
Stiltner and Chase Tramont as Board
Members, and Seconded by Member Bastian.
Motion carried unanimously by voice vote.

6. Such other business as may be brought before the Members of the corporation.

There was no further business of the Members of the Corporation.

Agenda for Meeting of Board of Directors:

7. Election of Officers

Current Officers:

Scott Stiltner, Chairman
Bob Ford, Vice Chairman
Drew Bastian, President
Chase Tramont, Vice President
Donald Burnette, Secretary
Tracey Riehm, Treasurer

Motion was made by Member Burnette to elect
Scott Stiltner as Chairman and Seconded by
Member Tramont. Motion carried unanimously
by voice vote.

Motion was made by Member Burnette to elect
Chase Tramont as Vice Chairman and

Seconded by Member Bastian. Motion carried unanimously by voice vote.

Motion was made by Member Burnette to elect Drew Bastian as President and Seconded by Member Ford. Motion carried unanimously by voice vote.

Motion was made by Member Burnette to elect Bob Ford as Vice President and Seconded by Member Tramont. Motion carried unanimously by voice vote.

Motion was made by Member Chase to elect Donald Burnette as Secretary and Seconded by Member Bastian. Motion carried unanimously by voice vote.

Motion was made by Member Tramont to re-elect Tracey Riehm as Treasurer and Seconded by Member Ford. Motion carried unanimously by voice vote.

8. Such other business as may be brought before the Board of Directors.

There was no further business of the Board of Directors.

Agenda for Meeting of the Design Review Board:

9. Election of officers:

Current Officers:

Drew Bastian, Chairman
Bob Ford, Vice-Chairman

Motion was made by Member Burnette to elect Drew Bastian as Chairman for a one-year term and Seconded by Member Ford. Motion carried unanimously by voice vote.

Motion was made by Member Burnette to elect Scott Stiltner as Vice Chairman, and Seconded by Member Ford. Motion carried unanimously by voice vote.

10. There being no further business the meeting adjourned at 7:06 p.m.

Drew Bastian, President

Donald Burnette, Secretary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (C12) City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See attached Joint Meeting Guide.

SUMMARY: President Drew Bastian will conduct the joint meeting. Please see attached notice, agenda, and outline for the joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	City Center Corporate Park Property Owners Association Inc 3-5-19	Annual Notice for City Center Corporate Park 3-5-19.pdf
2.	Draft Meeting Minutes from 1-16-2018	CITY CTR CORP PARK POA ANNUAL MTG MINS 1-16-18.pdf

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 01/02/2019
Approved - 02/22/2019
Approved - 02/26/2019
Final Approval - 02/28/2019



**NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors of
CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation
1000 City Center Circle, Port Orange, Florida**

TO: All Members and Directors

Pursuant to the provisions of Article 3.01, Members of the Corporation, and Article 7.02, Board of Directors, of the Bylaws of **CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 5 at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

- A. Roll Call (all members of Council)
- B. Proof of Notice of Meeting
- C. Approve Minutes of January 16, 2018
- D. Election of the members of the Board of Directors

Current Board Members

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont

Board Members to be elected

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont

Person elected in Special Election on April 30, 2019 with the appointed interim serving until the completion of said election.

- E. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Board of Directors Meeting:

Current Officers

Vacant, Chairman

Vacant, Vice Chair

Drew Bastian, President

Scott Stiltner, Vice President

Donald Burnette, Secretary

Vacant, Treasurer

A. Election of officers as follows:

Nominations for election of officers – term of four (4) years commencing January, 2019:

Chairman: _____

Vice-Chairman: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: Dr. Scott R. Neils

Such other business as may be brought before the Board of Directors.

DATED: March, 2019

s/Robin Fenwick for
Donald Burnette, Secretary

Copy to: Donald Burnette, Mayor
Chase Tramont, Vice Mayor
Drew Bastian, Councilman
Scott Stiltner, Councilman-Elect
M.H. Johansson, City Manager
Margaret T. Roberts, City Attorney

**JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF
CITY CENTER CORPORATE PARK
PROPERTY OWNERS ASSOCIATION, INC.**

March 5, 2019

I call the Annual Joint Meeting of the Members and Board of Directors of CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, to Order.

1. **Roll Call**: All members of the City Council and City Manager: Don Burnette, Drew Bastian, Scott Stiltner, and Chase Tramont

2. Do I have a motion to accept the notice of meeting?
Second? Voice vote

3. Do I have a motion to approve the Minutes of the January 16, 2018 meeting?
Second? Voice vote

4. **Election of the members of the Board of Directors**: Do I have a motion to elect the following to serve as the Board of Directors?
Don Burnette, Drew Bastian, Scott Stiltner, Chase Tramont, and the person elected to council in the special election on April 30, 2019, with the interim appointment filling the position until the election.
Second? Voice vote

5. **Election of Officers**: Do I have nominations to elect the following officers?

Chairman: _____
Vice-Chairman: _____
President: _____
Vice President: _____
Secretary: _____
Treasurer: Dr. Scott R. Neils
Voice vote

6. **New Business** - Appointment of Registered Agent: Do I have a motion to appoint Dr. Scott R. Neils as Registered Agent effective with the filing of the 2019 annual report?
Second? Voice vote

7. Is there any further business? There being none, this meeting is adjourned.

JOINT ANNUAL MEETING MINUTES OF
THE CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 16, 2018

THE JOINT ANNUAL MEETING OF THE CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, was called to order by Bob Ford, Vice Chairman at 7:06 p.m.

<u>Roll Call:</u>	Present:	Bob Ford Donald Burnette Drew Bastian Scott Stiltner Chase Tramont
	Also Present:	Jake Johansson, City Manager Margaret Roberts, City Attorney Robin Fenwick, City Clerk

Notice of Meeting

Motion to accept the notice of the meeting was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

Approval of the Minutes of January 5, 2016

Motion to approve the Minutes of the January 5, 2016 meeting was made by Member Burnette and Seconded by Member Bastian. Motion carried unanimously by roll call vote.

Election of the members of the Board of Directors

Motion to elect the Board of Directors: Chase Tramont, Drew Bastian, Don Burnette, Bob Ford, and Scott Stiltner was made by Member Bastian and Seconded by Member Tramont. Motion carried unanimously by voice vote.

There was no further business of the Members and no public comments.

Agenda for Board of Directors Meeting:

There being no further business the meeting was adjourned.

ADJOURNMENT: 7:08 p.m.

Drew Bastian, President

Donald O. Burnette, Secretary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (F16) Golf Advisory Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Richard Lee & Jane Taylor to the Golf Advisory Board.

SUMMARY: The terms of Richard Lee & Jane Taylor are expiring in April. Both have indicated they would like to remain on the Board. The Clerk has not received any other applications.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 02/21/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (G17) Second Reading - Ordinance No. 2019-9 - Amending Section 2-186 through 2-189 relating to Administrative Officials

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-9.

SUMMARY: Attached is an ordinance amending sections of Chapter 2 relating to Administrative Officials. This ordinance will effectuate the following changes:

- 1) Provide for updated and clarified language throughout the ordinance. Remove language that no longer applies to any personnel.
- 2) Update the definition of Administrative Official consistent with the most recent reorganization that combined the Public Works and Public Utilities Director.
- 3) Provide that the residency requirement, currently required of all Administrative Officials, be defined by the position level and may be re-evaluated when a vacancy occurs. When there is an Administrative Official vacancy, having a residency requirement can occasionally be a deterrent to local talent applying.
- 4) Clarify language to indicate that occasionally a benefit offered to an Administrative Official may vary from other classified employees. For example, the life insurance plan and retirement plan offering for Administrative Officials have been separate from classified employees for many years.
- 5) Clarify and amend language relating to administrative leave, compensatory time, and overtime granted to Administrative Officials. Administrative Officials may be eligible for additional compensation during times of declared emergencies. The current language for Administrative Leave indicates an authority to grant leave for up to 3 days. This is being amended to clarify this should be limited to half day increments, not exceed 2 days.
- 6) Provide flexibility in the annual performance management of Administrative Officials.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord. No. 2019-9	Ord. No. 2019-9.pdf
2.	CURRENT ARTICLE_IV.____OFFICERS_AND_EMPLOYEES	ARTICLE_IV.____OFFICERS_AND_EMPLOYEES

Robin FenwickCreated/Initiated - 02/18/2019

ORDINANCE NO. 2019-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING AND RESTATING THE CODE OF ORDINANCES, SECTION 2-186 THROUGH 2-189, INCLUSIVE, RELATING ADMINISTRATIVE OFFICIAL REGULATIONS, REQUIREMENTS, EMPLOYMENT, TERMINATION, RIGHTS, BENEFITS, COMPENSATION AND EVALUATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-186 through 2-189, inclusive, regulates and defines “Administrative Officials” within the City of Port Orange (“City”); and

WHEREAS, the current Ordinance requires an update; and

WHEREAS, in Fiscal Year 2019, City reorganized the Public Utilities Department and the Public Works Department into a single department; and

WHEREAS, the City currently restricts the residency of all Administrative Officials; and the city manager recommends that the restriction be based on the needs of the specific position; and

WHEREAS, the City no longer has any Administrative Officials employed with a start date prior to October 1, 1999; and

WHEREAS, the City occasionally identifies a need to establish a benefit program for Administrative Officials that is different from classified employees; and

WHEREAS, the City finds it appropriate to clarify language relating to compensatory time, overtime, and administrative leave for Administrative Officials; and

WHEREAS, Performance Management should be a regularly occurring event rather than a once of year evaluation; and

WHEREAS, the City Council deems it to be in the public interest to amend the Code of Ordinances as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby amends and restates Section 2-186. – Administrative officials, to read as follows:

Sec. 2-186. - Administrative officials.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public works & utilities director, finance director, heads of management departments, and any other employees in future equivalent type positions reporting to the city manager. The city manager shall designate each of the Administrative Officials positions that shall be required to maintain residency. The concurrence of the city council shall be required for each designated position. Administrative Officials who are hired or promoted to such position and shall be required to establish residency within six (6) months of the commencement of hiring or promotion; and shall thereafter continuously maintain residency while serving except when residency is no longer required. For purpose of this section the Florida driver's license bearing a Port Orange address shall constitute proof of residency. The residency requirement for an administrative official as set forth in this section shall be subject to the requirements of applicable federal and state laws, including but not limited to, laws prohibiting discrimination. In the event council withdraws its concurrence, then the existing administrative who no longer complies with the residency requirement shall be grandfathered.

Section 2. The City Council of the City of Port Orange hereby amends and restates Section 2-187. – Employment and termination, to read as follows:

Sec. 2-187. - Employment and termination.

(a) Administrative officials shall be hired by the city manager and shall be dismissed by the city manager.

(b) The city manager may enlist the services of an advisory board in the selection process of hiring an administrative official.

(c) All administrative officials shall be at will employees with the city. No administrative official shall have any property interest in continuing employment with the city. The city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the period of the administrative official's employment with the city. Such dismissal shall not be subject to review.

Section 3. The City Council of the City of Port Orange hereby amends and restates Section 2-188. – Rights and benefits, to read as follows:

Sec. 2-188. - Rights and benefits.

(a) The express general provisions for Administrative Officials in the Civil Service Rules and Regulations, Chapter 2, as amended from time to time, shall apply to administrative officials.

(b) Administrative officials shall generally be granted the same level of employee benefit programs as are provided to classified employees and as set forth in the Civil Service Rules and Regulations, chapters 13 and 14, or future amendments thereto. Additionally, variations to the benefit level for Administrative Officials may be defined by retirement plan document, policy, or other applicable employment conditions.

(c) Administrative officials shall not be eligible for overtime compensation or compensatory time accumulation, except as authorized in accordance with the policy during times of declared emergencies. The city manager and heads of departments are keenly aware of the work-life balance as a necessary part of leadership. Upon advanced request to the city manager and written authorization, the city manager is hereby authorized at his or her sole discretion to grant absences, generally in half day increments but not to exceed two days, from time to time, which will not be chargeable as leave time. This will be granted in consideration for the extra time administrative officials are required to spend in the course of their duties.

Section 4. The City Council of the City of Port Orange hereby amends and restates Section 2-189 – Compensation and evaluation, to read as follows:

Sec. 2-189. - Compensation and evaluation.

(a) The rate of compensation shall be agreed on between the administrative official and the city manager at the time of employment. Salary increases may be granted from time to time at the discretion of the city manager within the limitations of the budget.

(b) The city manager will regularly discuss with all administrative officials their performance. This discussion will be documented at a minimum annually.

Section 5. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 8. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2019

Passed and adopted on second and final reading on the _____ day of _____, 2019

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

ARTICLE IV. - OFFICERS AND EMPLOYEES^[7]

Footnotes:

--- (7) ---

Land development code reference— Administrative official, ch. 3, § 1.

Sec. 2-186. - Administrative officials.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director. An administrative official who is hired or promoted to the position of administrative official after November 15, 2013 shall be required to reside within the corporate limits of the City of Port Orange, as amended from time to time; shall establish the permanent residency within the city within six months of the commencement of employment or promotion; and shall thereafter continuously maintain the permanent residence within the city. An employee of the city who is a permanent resident of the City of Port Orange and who is serving as administrative official upon adoption of the ordinance from which this section derives shall thereafter continuously maintain the permanent residence within the city. The residency requirement for an administrative official as set forth in this section shall be subject to the requirements of applicable federal and state laws, including but not limited to, laws prohibiting discrimination. Any request for a deviation from the requirements of this section shall be provided to city council for consideration.

(Code 1981, § 15-41; Ord. No. 1999-59, § 1, 1-18-2000; Ord. No. 2013-22, § 1, 12-3-2013; [Ord. No. 2013-22\(Rev.\)](#), § 1, 12-10-2013; Ord. No. [2015-25](#), § 1, 7-21-2015)

Sec. 2-187. - Employment and termination.

- (a) Administrative officials shall be hired by the city manager and shall be dismissed by the city manager.
- (b) The city manager may enlist the services of an advisory board in the selection process of hiring an administrative official.
- (c) The probationary period for administrative officials employed by the city before October 1, 1999, prior to attaining permanent status shall be six months. The city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the six-month probationary period. Such dismissal shall not be subject to review.
- (d) After satisfactory completion of the six-month probationary period, the city manager may dismiss an administrative official employed by the city before October 1, 1999, when the city manager deems it to be for good cause and necessary for the good of the city. Prior to terminating any such person, the city manager shall provide the person with oral or written notice of the charges or basis for the proposed dismissal, an explanation of the reasons and/or evidence in support thereof, and an opportunity for the administrative official to respond thereto in person or in writing.
- (e) All administrative officials who begin employment with the city on or after October 1, 1999, shall be at will employees with the city. No administrative official who begins employment with the city on or after October 1, 1999, shall have any property interest in continuing employment with the city. The

city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the period of the administrative official's employment with the city. Such dismissal shall not be subject to review.

(Code 1981, § 15-42; Ord. No. 1999-59, § 2, 1-18-2000)

Sec. 2-188. - Rights and benefits.

- (a) The general provisions of the Civil Service Rules and Regulations, chapter 2, or future amendments thereto, shall apply to administrative officials.
- (b) Administrative officials shall be granted the same level of benefits regarding holidays and leave and employee benefit programs as are provided to classified employees and as set forth in the Civil Service Rules and Regulations, chapters 13 and 14, or future amendments thereto.
- (c) Administrative officials shall not be eligible for overtime compensation or compensatory time accumulation. The city manager is hereby authorized to grant absences of up to three days, from time to time, which will not be chargeable as leave time. This will be granted in consideration for the extra time administrative officials are required to spend in the course of their duties.

(Code 1981, § 15-43)

Sec. 2-189. - Compensation and evaluation.

- (a) The rate of compensation shall be agreed on between the administrative official and the city manager at the time of employment. Salary increases may be granted from time to time at the discretion of the city manager within the limitations of the budget.
- (b) At the completion of the six-month probationary period, the city manager will complete a performance evaluation for each administrative official employed by the city before October 1, 1999. Thereafter, a performance evaluation will be completed annually during September of each year.
- (c) The city manager will complete a performance evaluation for each administrative official who begins employment with the city on or after October 1, 1999, during September of each year.

(Code 1981, § 15-44; Ord. No. 1999-59, § 3, 1-18-2000)

Secs. 2-190—2-205. - Reserved.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (G18) Second Reading - Ordinance No. 2019-10 - Amending the City's Regulations of Dangerous Dogs

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-10.

SUMMARY: This ordinance amends the City's regulations of dangerous dogs to be consistent with state law and to acknowledge the adoption of dangerous dog procedures by resolution.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No. 2019-10	Ord. No. 2019-10.pdf
----	------------------	----------------------

Robin Fenwick

Created/Initiated - 02/18/2019

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3, CODE OF ORDINANCES, TO REVISE THE DEFINITION OF DANGEROUS DOG; AMENDING SECTION 10-9, CODE OF ORDINANCES, REGARDING THE CONFINEMENT REQUIREMENTS FOR A DANGEROUS DOG; AMENDING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to update its regulations related to dangerous dogs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 10-3 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to revise the definition of “dangerous dog” as follows:

Sec. 10-3. - Definitions.

Dangerous dog means any dog that, according to the records of the appropriate authority ~~city~~:

- (1) Has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property;
- (3) Has been used primarily or in part for the purpose of dogfighting or is a dog trained for dogfighting; or

- (4) Has, when unprovoked, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority city.

Section 2. Section 10-9 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 10-9. – Dangerous dogs.

- (a) The provisions of F.S. §§ 767.10 – 767.16, as amended, 767.11—767.13 are hereby adopted by reference as though fully published in this chapter. It is a violation of this chapter for any person to commit an act or omission, or cause an act to be committed, in violation of F.S. §§ 767.10 – 767.16, as amended. 767.11—767.13.
- (b) ~~In addition to~~ If outside of a proper enclosure, a dangerous dog shall be confined:
- (1) Inside a locked cage or animal carrier; or
- (2) By a non-choke collar or harness, muzzled and securely tethered while being supervised and controlled by a competent adult. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal.
- (c) It is a violation of this chapter for the owner of a dangerous dog to refuse or fail to confine such animal as required by this section.

- (d) It is a violation of this chapter for any person to release or remove a dangerous dog from a proper enclosure or any other confinement as required by this section.
- (e) The due process hearing procedures to challenge the initial determination by an Animal Control Officer to classify a dog as a dangerous dog and the proposed penalty shall be as set forth by resolution of city council.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 provision of this ordinance are declared severable.

Section 6. This ordinance shall be become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____, 2019.

Passed and adopted on second reading and final reading on the ____ day of _____, 2019.

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (G19) Second Reading - Ordinance No. 2019-13 - Amending Chapter 2, Article VI, Section 2-273 of the Code of Ordinances, Finance

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance 2019-13, amending Chapter 2, Article VI of the Code of Ordinances, Finance

SUMMARY: On Tuesday, January 22nd during City Manager Comments, the City Manager indicated to Council that he was interested in revisiting this section of the Code of Ordinances. Specifically, staff was interested in amending Chapter 2 (Administration), Article VI (Finance), Division 2 (Purchase and Sale Procedures), Section 2-273 (Additional Regulations and Procedures).

This section requires the City Manager to obtain approval before making any changes to the purchasing policy manual. However, most administrative policies are under the purview of the City Manager. In addition, the manual is only a tool to help staff understand how to carry out the purchasing code that has already been approved by the City Council. Many of the proposed changes to the purchasing manual are written either to keep it in line with the changes approved by Council, to clarify direction of the city manager within his authority or to fix unintended errors in the language.

The proposed change will bring this section into conformity with the majority of the city code by allowing the City Manager or his designee to make changes to the purchasing manual that are consistent with the Council's adopted purchasing ordinance. The current ordinance already clearly separates the authority of the council from that of the City Manager and this change allows the City Manager to carry out the administrative function of the City.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Ord. No. 2019-13	Ord. No. 2019-13.pdf
----	------------------	----------------------

Robin Fenwick

Created/Initiated - 02/18/2019

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-273 RELATING TO FINANCE PURCHASE AND SALE PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the City Manager's authority to prepare regulations and procedures for the Purchasing Division, as established in the Code of Ordinances, so long as not inconsistent with Federal law, Florida Statutes, and the City of Port Orange municipal code; and

WHEREAS, the City Council recognizes the need for efficient and effective administrative policies for conducting the business of the City; 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. The City Council of the City of Port Orange, Florida hereby amends Section 2-273 of the Code of Ordinances to read as follows:

Sec. 2-273. – Additional regulations and procedures.

The city manager, or his designee, is hereby authorized to prepare any written regulations and procedures not inconsistent with provisions of this article which he may deem to be necessary for the implementation of this article. ~~Such regulations and procedures shall become effective if and when approved by the city council.~~

SECTION 2. 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 reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (H20) Resolution No. 19-8 - Transfer of 0.84 State Wetland Mitigation Bank Credits for the City of Port Orange Police Department Range and Training Facility.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-8 authorizing the transfer of .84 wetland mitigation bank credits from the Port Orange Mitigation Bank in the amount of \$33,600.00 for a City Police Department project and to authorize the Mayor and City Clerk to execute transaction documents as needed.

SUMMARY: Captain Eric Fisher has requested the purchase of .84 State wetland mitigation credits for the St. Johns River Water Management District Application No. 155645-1. The requested transfer is required to off-set proposed wetland impacts for modifications for the development of the Police Department range and training facility.

The administrator of the mitigation bank has determined that there is no payment due the bank for this transfer., The Port Orange Mitigation Bank has sufficient credits available for this project and your approval is requested at this time.

Upon approval/adoption of the proposed Resolution and funding referenced, the City shall take formal action to officially record the transfer in the Mitigation Bank Ledger and shall notify St. Johns River Water Management District to release the .84 credit for this project.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Reso. No. 19-8	Reso. No. 19-8.pdf
2.	Department Justification Mitigation credit authorization for police gun range	Department Justification Mitigation credit authorization for police gun range.docx
3.	St Johns Permit for Shooting Range	St Johns Permit for Shooting Range.pdf
4.	Reservation Ltr 2018-Nov-27_PD Range Permit 155645-1	Reservation Ltr 2018-Nov-27_PD Range Permit 155645-1.pdf
5.	Res 12-47 Fees for mitigation bank credits	Res 12-47 mitigation bank credits.pdf

6.	Res 12-67 Donation 12.5 credits to County	Res 12-67 Donation 12.5 credits to County.pdf
----	--	--

Robin Fenwick	Created/Initiated - 02/19/2019
Julia Wiggins	Approved - 02/21/2019
Lynn Stevens	Approved - 02/21/2019
Thomas Grimaldi	Approved - 02/22/2019
Lori Bockelman	Approved - 02/22/2019
Margaret Roberts	Approved - 02/22/2019
Jake Johansson	Approved - 02/26/2019
Robin Fenwick	Final Approval - 02/28/2019

RESOLUTION NO. 19-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE TRANSFER OF .84 STATE WETLAND MITIGATION CREDITS FROM THE PORT ORANGE WETLAND MITIGATION BANK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF PORT ORANGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has applied to St. Johns River Water Management District (SJRWMD) under Application No. 155645-1 for an Environmental Resource Permit related to the proposed Police Department Shooting range and training facility; and

WHEREAS, the permit application requires the City to mitigate for wetland impacts by obtaining .84 State mitigation credits; and

WHEREAS, under SJRWMD Permit No. 155645-1 the City of Port Orange operates the Port Orange Mitigation Bank which has sufficient credits available for City projects.

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 hereby authorizes the sale of the .84 State wetland mitigation credit for the Police Department Range and Training Facility project.

Section 2. The Mayor and City Clerk are authorized to execute such documents as may be necessary to effectuate the intent of the Resolution and to otherwise proceed to close the transaction for the transfer of .84 State wetland mitigation credits from the Port Orange Mitigation Bank to the City of Port Orange upon the terms set forth herein.

Section 3. This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted this day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



City of Port Orange

Public Utilities & Works Department

TO: M.H. Johansson, City Manager

THRU: Julia Wiggins, Budget Analyst

FROM: Lynn Stevens, Director Public Works & Utilities

DATE: February 21, 2019

SUBJECT: Wetlands Mitigation Bank Credit Donation

REQUEST:

The Public Utilities Department requests City Council approval to donate 0.84 mitigation bank credits for the Police Shooting Range construction.

PURPOSE:

To comply with the St. Johns River Water Management District permit #155645-1, Condition 24 for the construction of the Port Orange Police Shooting Range.

CONSIDERATION:

The Port Orange Mitigation Bank ("Bank") covers 5,719 (+/-) acres of forested freshwater wetlands on Shunz Road, west of Tomoka Farms Road. The Bank permit was issued February 2004 with a total of 1,176.30 potential SJRWMD credits. An additional 85.9 credits were released in May 2012. The City has a current available balance of 181.16 credits.

St. Johns River Water Management District has issued permit #155465-1 for the construction of the Port Orange Police Shooting Range. Condition #24 requires 0.84 fresh water forested ratio credits be debited from the Port Orange Mitigation Bank ledger to mitigate for wetland impacts as part of that construction. The City of Port Orange owns and operates a mitigation bank and has an available balance of 181.16 credits. All credit transfers must be approved by City Council.

When the mitigation bank was initially permitted, the Council allocated a defined number of credits for City projects (current balance is 48 remaining) and the remaining credits to be made available for private development within the City limits. The City is at liberty to set fees, discounts, processes and procedures for mitigation credits. Resolution 12-47 establishes the current fees, but is silent to donations to City projects.

Historically, the City has donated credits for City projects. The most recent example was 2012 when 12.5 credits were donated for the Williamson Blvd. extension project.

Upon approval, the City shall take formal action to officially record the transfer and notify the St. Johns River Water Management District of the release of the 0.84 credits for this project.

FUNDING:

Undetermined

RECOMMENDATION:

The Public Utilities Department recommends City Council approve a donation of 0.84 mitigation bank credits for the Police Shooting Range construction at no monetary cost.

ATTACHMENTS:

- a) SJRWMD Permit
- b) Reservation Letter
- c) Resolution 12-47 Mitigation Bank Fees
- d) Resolution 12-67 Donating Credits



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

February 14, 2019

Jeffery Wenzel
City of Port Orange
4545 Clyde Morris Blvd
Port Orange, FL 32129-4062

SUBJECT: 155645-1
Port Orange Shooting Range

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 14, 2019. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
ORLANDO

Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Susan Dolan
SANFORD

Janet Price
FERNANDINA BEACH

Allan Roberts
ST. AUGUSTINE

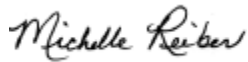
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit

cc: District Permit File

Robert Ball
Zev Cohen & Associates
300 Interchange Blvd
Ormond Beach, FL 32174-1858

Jeffery Wenzel
City of Port Orange
4545 Clyde Morris Blvd
Port Orange, FL 32129-4062

Joe Young
Biological Consulting Services, Inc.
208 Rush St
New Smyrna, FL 32168-7037

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 155645-1

DATE ISSUED: February 14, 2019

PROJECT NAME: Port Orange Shooting Range

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for an 18.06 - acre project known as Port Orange Shooting Range as per plans received by the District on January 14, 2019, as amended by Sheets C1, C8, and C13 received by the District on February 12, 2019.

LOCATION:

Section(s): 10, 9
Volusia County

Township(s): 17S

Range(s): 32E

Receiving Water Body:

Name	Class
Unnamed Wetland	III Fresh

ISSUED TO:

City of Port Orange
4545 Clyde Morris Blvd
Port Orange, FL 32129-4062

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 14, 2019

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Victoria Nations
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 155645-1
Port Orange Shooting Range
DATED February 14, 2019

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. The proposed project must be constructed and operated as per plans received by the District on January 14, 2019, as amended by Sheets C1, C8, and C13 received by the District on February 12, 2019.
24. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 0.84 fresh water forested ratio credits have been debited from the Port Orange Mitigation Bank ledger. If the permittee does not successfully complete the transaction to obtain the credits from the Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation for the wetland impacts.
25. The permittee shall erect signs designating upland buffers as shown on the final approved plans.
26. A modification of this permit must be obtained prior to construction of future development not depicted on the approved plans.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Jeffery Wenzel
City of Port Orange
4545 Clyde Morris Blvd
Port Orange, FL 32129-4062

This 14th day of February, 2019.

A handwritten signature in cursive script, appearing to read "M. Daniels".

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 155645-1

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



CITY OF PORT ORANGE

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

November 27, 2018

Email: jhilliard@sjrwmd.com

Reid Hilliard, Technical Program Coordinator
St. Johns River Water Management District
601 South Lake Destiny Road, Suite 200
Maitland, FL 32751

RE: Port Orange Forested Freshwater Wetlands Mitigation Bank Permit No. 64024-1
Port Orange Shooting Range Project, SJRWMD File No. 155645-1

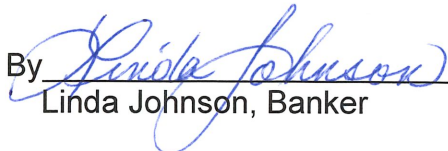
Dear Mr. Hilliard:

This letter shall serve as notification to the District that **0.84 (Ratio) mitigation credit** has been **reserved** for the Port Orange Shooting Range Project, SJRWMD File No. 155645-1 from the Port Orange Mitigation Bank, Permit No. 64024-1. [62-342.470(7), F.A.C.]

Please make the appropriate entry in the bank ledger to reflect the reservation of this fractional credit for the above-referenced Project.

Thanking you in advance for your assistance and courtesies,

Port Orange Mitigation Bank

By 
Linda Johnson, Banker

E-mail: Ljohnson@port-orange.org
Phone: 386-506-5755

Copy to: Joe H. Young III, Biological consulting Services, Inc.; biocon@bellsouth.net
Lee Kissick, lkissick@sjrwmd.com
Sgt. Jeffrey Wenzel, JeffW@port-orange.org
Michael (Jake) Johansson, City Manager, mjohansson@port-orange.org

RESOLUTION NO. 12-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING AND RESTATING POLICIES AND FEES FOR THE SALE OF CREDITS FROM THE CITY OF PORT ORANGE WETLAND MITIGATION BANK; PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange was issued on January 13, 2004, St. Johns River Water Management District (SJRWMD) Permit No. 4-127-64024-1 authorizing the City to operate a wetland mitigation bank on portions of the central wellfield properties; and

WHEREAS, the City of Port Orange was issued on July 16, 2009, Department of Army Corp of Engineers (ACOE) Permit No. SAJ-2003-7849 authorizing the City to operate a federal wetland mitigation bank on portions of the central wellfield properties; and

WHEREAS, the state wetland mitigation bank phase I consisting of 2,734 acres is located on land solely owned by the City of Port Orange; and

WHEREAS, on May 18, 2012, SJRWMD authorized and released an additional 85.9 credits to the Port Orange Mitigation Bank; and

WHEREAS, the City Council established policies and fees for the sale of credits from the City's Wetland Mitigation Bank, Pursuant to Resolution No. 10-81.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, as follows:

Section 1. The City Council hereby authorizes the sale of wetland mitigation credits subject to compliance with all policies and conditions set forth in this resolution and for the specific purposes as follows: (i) City projects; (ii) economic development projects under active development and benefitting the City of Port Orange; (iii) private projects under active development located within the City of Port Orange city limits; (iv) developments of regional impact as defined in Chapter 380, Florida Statutes; and (v) other public agency projects within the mitigation bank service area, which will benefit the public good. For purposes of this resolution the term "under active development" shall mean that the project has an application scheduled for review and a hearing date for SJRWMD or ACOE, as applicable, within sixty (60) days and that the project is expected to commence construction within one (1) year.

Section 2. The City Council hereby authorizes the sale of up to 144.67 state wetland mitigation credits and up to 60 federal wetland mitigation credits to developers. The Mitigation Bank Manager shall maintain a ledger for all wetland mitigation credits reflecting each sale and any other uses by the City of Port Orange.

Section 3. The wetland mitigation credit shall be offered for sale at the price per credit as follows:

St. Johns River Water Management District:

\$50,000.00

Army Corp of Engineers:

\$50,000.00

Section 4.

(a) Projects That are Not Developments of Regional Impact. The potential purchaser of wetland mitigation credits may request a reservation agreement from the City expressing the City's intent to issue a specific number of credits upon compliance with the policies as set forth herein and the payment to the City of a sum equal to ten (10%) percent of the total cost of all reserved wetland mitigation credits. The reservation agreement shall reserve the credits for up to one (1) year. The purchaser shall be required to make the final payment for the remaining balance due on or before the expiration of the reservation time period. Upon the City's receipt of the remaining balance due, the City shall issue a letter to the appropriate agency confirming the transfer of the wetland mitigation credits. The purchaser may request up to two (2) one-year extensions for the full payment of wetland mitigation credits. A request to the City, by the purchaser, shall be made in writing not less than 30 days prior to the expiration of the reservation time period. An additional ten (10%) percent deposit equal to the total cost of all reserved wetland mitigation credits shall be required for each additional one-year extension. Failure to pay remaining balance in full or extend by payment of additional reservation fee as described above shall result in forfeiture of all deposit amounts and cause all previous reserved credits to revert back to the City.

(b) Projects That Are Developments of Regional Impact. The potential purchaser of wetland mitigation credits may obtain a reservation agreement from the City expressing the City's intent to issue a specific number of credits upon compliance with the policies as set forth herein and the payment to the City of a sum equal to ten (10%) percent per year of the total cost, as amended from time to time, by City Council Resolution for all reserved wetland mitigation credits. The reservation agreement shall reserve the credits for up to three (3) years. The purchaser shall be required to make the final payment for the remaining balance due on or before the expiration of the reservation time period. Upon the City's receipt of the remaining balance due, the City shall issue a letter to the appropriate agency confirming the transfer of the wetland mitigation credits.

In the event that the purchaser does not pay the remaining balance on or before the expiration of the reservation time period, the reservation payment shall be forfeited in full and cause all previously reserved credits to revert back to the City.

(c) Any partial release of wetland mitigation credits shall require payment in full by the purchaser for the credits to be released, as well as require a reservation fee sufficient for the remaining reserved credits.

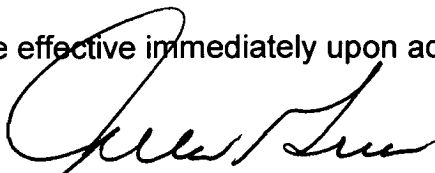
(d) As an incentive to close within sixty (60) days of an executed reservation agreement, the City may offer an economic development incentive of up to twenty (20%) percent of the per credit rate established in Section 3. In determining the economic development incentive, the City shall consider (1) whether the purchaser has performed in past agreements; (2) whether the purchaser has a proven development history; (3) whether the economic incentive is comparable to the current competitive market conditions for the sale of wetland mitigation credits within the service area; and (4) whether the purchaser complies with the "under active development" requirement. The reservation agreement shall state the amount prescribed in subsection 4(d). In order to secure such economic incentive for credits, purchaser shall pay in full to the City within sixty (60) days of the fully executed reservation agreement.

Section 5. The City Council hereby authorizes the use of funds derived from the sale of wetland mitigation credits for the perpetual operation and maintenance of the mitigation bank as described in the permit, to the extent required.

Section 6. The Mitigation Bank Administrator shall review the fees and policies set forth in this resolution at least every two years and shall determine the reasonable value of the wetland mitigation credit. The Administrator shall recommend to the City Manager any adjustments deemed appropriate for the value of each credit and for the policies of the City.

Section 7. Resolution No. 10-81 is hereby superseded and all other resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

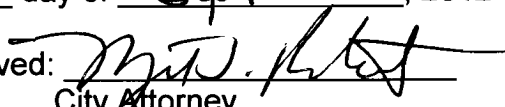
Section 8. This resolution shall become effective immediately upon adoption.


MAYOR ALLEN GREEN

ATTEST


Kenneth W. Parker

Adopted on the 4 day of Sept., 2012

Reviewed and Approved: 
City Attorney

RESOLUTION NO. 12-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE RELEASE OF STATE WETLAND MITIGATION CREDITS FROM THE CITY OF PORT ORANGE WETLAND MITIGATION BANK; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF PORT ORANGE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the extension of Williamson Boulevard between Airport Road and Pioneer Trail is in the best interest of the City of Port Orange; and

WHEREAS, the road extension will require 12.5 state wetland mitigation credits; and

WHEREAS, the City Council agrees to provide and the County of Volusia agrees to accept the state wetland mitigation credits for the purpose of mitigating the wetlands impacted by the construction of the Williamson Boulevard extension.

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 hereby commits 12.5 state wetland mitigation credits to the County of Volusia for the Williamson Boulevard extension project.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

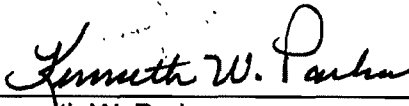
Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. This resolution shall take effect immediately upon adoption.

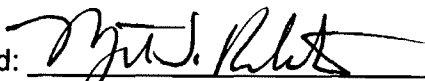



MAYOR ALLEN GREEN

ATTEST


Kenneth W. Parker

Adopted on the 2 day of October, 2012

Reviewed and Approved: 
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (H21) Resolution No. 19-9 - Parks and Recreation Partner Fees

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-9 updating the fees for Parks and Resolution and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Each year the department evaluates the fee resolution and makes recommendations to the council to keep in line with the direction. Over the past few months the department has held public meetings with the Parks and Recreation Advisory board and our current partners to discuss the partner's annual fee and field usage.

It was agreed upon to recommend an annual fee of \$6,866 (**15% cost recovery**) for full year programs and \$3,433 for half year programs. They also recommended that we offer a pay as you go option at \$11.22 per hour. In addition to the rate increase, a reduction in field usage or cost of 25% would occur based on an increased need from City Parks and Recreation programs. Finally, the board recommended that the groups have a maximum annual use allowance and everything over that the partner would have to pay at \$11.22 per hour. The board also gave recommendations on keeping the residency requirement to 50% Port Orange Residents and Port Orange is required in the name and to be displayed on the team Jersey's. In addition to the rate increase for park partners staff is requesting a fee range for memorial bricks, benches and trees.

Staff agrees with the board's recommendation to raise the annual partner fee to \$6,866, provide a frequent user fee for fields of \$11.22 per hour. No changes are being recommended to the code as it relates to residency requirements.

Attached for your review are the minutes from both Board minutes a memo to the Manager from the P&R director describing in more detail the fee discussion and the proposed fee resolution.

As a point of interest, two of the six partners did not meet the residency and port orange in name requirement set by the code. As a result they have not renewed their partnership and are paying as they go for fields.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Reso. No. 19-9	Reso. No. 19-9 .pdf
2.	October2018 minutes	October2018 minutes.pdf
3.	1-15-19 Minutes PROOFEDparkpartners	1-15-19 Minutes PROOFEDparkpartners.docx
4.	Park Partner Fee increase2019agenda	Park Partner Fee increase2019agenda.docx

Susan Lovallo	Created/Initiated - 02/08/2019
Susan Lovallo	Approved - 02/08/2019
Lori Bockelman	Approved - 02/22/2019
Matthew Jones	Approved - 02/22/2019
Jake Johansson	Approved - 02/26/2019
Robin Fenwick	Final Approval - 02/28/2019

RESOLUTION NO. 19-9

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ESTABLISHING REVISED; PROVIDING FOR REPEAL OF
CONFLICTING RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for the use of athletic and recreation facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The parks and recreation fees listed on Exhibits "A"- "D", attached hereto and incorporated herein by reference, are hereby adopted.

Section 2. This resolution shall repeal and replace Resolution No. 19-2 and any conflicting resolutions.

Section 3. The fees established by this Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit A**YOUTH AND ADULT PROGRAM REGISTRATION FEES**

Youth Sports	Range \$25-\$90		
Open Gym youth	\$1 daily	\$45 annually	Range \$1-\$5 daily \$45-\$60 annually
Open Gym Student	\$2 daily	\$55 annually	Range \$2-\$10 daily \$55-\$70 annually
Specialty Camps			Range \$10-30 pp
Summer Rec Elem.	\$450		
Elem. Trip Package	\$175		
Teen Camp	\$550		
Camp T- Rec	\$ fee set by OB	Joint program with Ormond Beach	
Registration Late Fee	\$10		

Child= child under 18 years of age by May 1

Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Open Gym Adult	\$3 Daily	\$65 annually	Range \$3-\$15 daily \$65-\$80 annually
Adult Team Sport	\$200 PT	Plus \$30 per player	Min. 10 players
Adult Sports	\$30pp		Range \$30-\$100

PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior	\$2 Daily	\$55 annually	Range \$2-\$10 daily \$55-\$70 annually
Senior Team Sport	\$150PT	Plus \$30 per player	Min. 12 players
Senior Games Registration fee	\$15	\$5 each add'l. event	Golf fee set by CHGC Team fee \$50
Senior Dance Fee	\$5 single	\$8 couple	

PT- per team, PP- per person, Senior = 50 as of December 31 of current year

SPECIAL PROGRAMS

Parade entry fee	\$25 (NP/NC)	\$50 (FP/C)
Get Fit	\$50	

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	\$3,433 per year	
Youth Sport (Full year program)	\$6,866 per year	
Youth Sport Field or Court Frequent User Fee	\$11.22 per hour	(more than 8 rentals per month)
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole

Exhibit B**SPONSOR FEES**

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50	Class- \$25 per hr.
Gym Tournament (per court)	\$300 per day	\$600 per day
Ball Fields (1-bb or 1 soccer)	\$20 per hour	\$30 per hour
Ball Fields Tournament (per field)	\$100 per day	\$200 per day
Light Fee per field	\$10 per hour	\$35 Tournament per day
Hard Court with lights	\$10 per hour PC	\$20 per hour PC
Hard Court Tournament	\$100.00 per day (Per facility)	\$200.00 per day (per facility)
Skate Park Tournament	\$100 per day	\$200 per day

ATHLETIC SERVICES

Tournament Prep (initial chalk, lines, paper products, base painting) per field, Per day	\$35
Rental Field Prep per field	\$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Temporary Fence Rental per field	\$50

Exhibit C**LAKESIDE CENTER**

Weekday Rate per hour	\$75 whole	\$30 Lakeview	\$50 Community Rm
Weekend Rate per hour	\$125		
Conference Rate (8:30- 5:30 weekdays only)	\$350		
Wedding Package	\$1250		
Lakeside Lawn per hour	\$10		
Lakeside Concession Per day	\$200 per day		
Deposit	\$100		

ADULT CENTER

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$125	
A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100	
City Center Complex per hour per section	\$50	
Riverwalk Park per hour per section	\$50	

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$500	
Exhibitor Fee per day (based on event)	\$15- \$250	

Exhibit D**ADDITIONAL FEES**

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
Police Services	\$40.00 per hr.
VIPS (volunteers in police services)	N/A
Fire Services- including 1 st aid	\$55.00 per hr.
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day
Alcohol Fee	\$75
Memorial Tree, bricks and benches	\$35 to \$2,000 Range



AGENDA
PARKS & RECREATION ADVISORY BOARD
CITY OF PORT ORANGE

Meeting Date: Tuesday, January 15, 2019

Time: 5:15 PM

Type of Meeting: Regular

Location: 2nd Floor Conference Room
City Hall, 1000 City Center Circle

A. CALL TO ORDER

1. Roll Call

B. ELECTION OF OFFICERS

C. DISCUSSION/ACTION

2. Consideration of October 17, 2018 Minutes
3. Discussion on Park Partnerships
4. Update on Foundation
5. 2019 Proposed Meeting Dates
6. Items for Next Agenda

D. PARKS & RECREATION DIRECTOR'S REPORT

E. PUBLIC COMMENTS

F. BOARD COMMENTS

G. NEXT MEETING DATE

7. Next Meeting Date: April 16, 2019

H. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE **PARKS & RECREATION ADVISORY BOARD** WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED. NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. 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.

PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING
CITY HALL – SECOND FLOOR – CONFERENCE ROOM
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 17, 2018 AT 5:00 P.M.

The Parks & Recreation Advisory Board was called to order by Chairman Wiles at 5:05 p.m.

Present: Jack Wiles
Maria Mills-Benat
Bobby Ball
Patricia Barraco
John Cameron
Julie Day
Michael Navarra
James Richard Jr
Mark Bowling

Absent: Robert Maxwell (Excused)

Also Present: Susan Lovallo, Park and Recreation Director
Peter Ferrara, Assistant Parks Director
Deanna Massey, City Clerk's Office

B. DISCUSSION/ACTION

2. Consideration of January 16, 2018 Minutes

Motion was made by Member Mills-Benat to approve the minutes for the meeting held January 16, 2018, Seconded by Member Cameron. Motion carried unanimously by voice vote.

3. Consideration of August 6, 2018 Minutes

Motion was made by Member Mills-Benat to approve the minutes for the meeting held August 6, 2018, Seconded by Member Cameron. Motion carried unanimously by voice vote.

4. Discussion on Park Partnerships

Susan Lovallo, Parks and Recreation Director, provided an overview on the current fee structure, the current park partners, and past contributions they have made to the City. She also touched on the program participation and the athletic facility revenue. There are very small windows right now for the public to rent these facilities. Ms. Lovallo discussed a pay as you go option which ranges from \$20.00 to \$30.00 an hour, which does not include the lighting,

concession, or the field preparation fees. The park partners currently have access to all of these options without the additional fees added on.

Chairman Wiles thanked all of the partners for attending and for all that they do for the kids. He asked to hear from the partners before the Board has a discussion.

Rachel Truxall, Port Orange Volleyball Club, stated they worked hard to get the numbers they have right now. If the fees are raised it would create a financial difficulty for them. They would really like sand courts in Port Orange but could not do so without a partnership.

Bill Fredettehuffman, Port Orange Soccer Club, spoke on the cost to their players. He stated almost 25% of their players are on scholarships.

Thomas Strickland, Port Orange Baseball Club, stated they are not seeing any profit; any money that is raised goes back to the players. He asked how the fees are broken down if the club shares the field. Ms. Lovallo stated the fees are broken down by the total prep time for the field and the total hours the club uses the field.

Rosalee Olazar, Port Orange Tennis Club, spoke on their program. She stated the players are charged \$10 per game but they also offer monthly programs and camps in the summer and winter months to bring in more revenue.

Ms. Lovallo spoke on the tennis program. She stated it is relatively new to the City.

Lilly Wiggins, founder of the Port Orange Stallions, stated the pay as you go option would create a hardship for their program. Many of their players cannot afford to live in the Port Orange area so they travel from different locations. Their program works with men ages 18 and older. The players pay \$250 each for the season, and their uniforms are included with that fee.

Vice Chairman Ball asked Ms. Lovallo her opinion on the Port Orange Stallions program. Ms. Lovallo stated the Stallions have been very attentive to the City, always keep the fields clean, and have been pleasant to work with.

Jake Johansson, citizen, stated for the majority of these clubs there is an intrinsic value to having players wear the Port Orange uniforms, which gives them a sense of pride. Most of these clubs have given back to the City which shows a true partnership and they make us a better City for it. He stated these clubs are making as much as they can in attempting to keep the fees as low as they can, along with looking for scholarships for their players.

Chairman Wiles stated the goal for the Board is to make sure there is a place for the programs to play. The City is collecting only 7% revenue from the partners but 30% from the Port Orange residents for cost recovery and that doesn't seem right. The City is only collecting \$24,000.00 in revenue from the partnerships. He stated if partnerships are eliminated altogether the downside would be it would cost more; the upside would be the City can go to using a rental agreement. There would be no need to do background checks on the coaches, no need for a formal agreement just a lease agreement and it would reduce staff time and issues with scheduling. He stated the current arrangement is not sustainable and changes need to be made.

Member Narvarra stated there are more benefits to partnerships.

Member Richard disagreed with Chairman Wiles. He spoke on everything that was made possible because of park partnerships.

Vice Chairman Ball understands both sides and is torn. He spoke on some of the positives to having partnerships and how it can benefit the kids in Port Orange. He stated there are some programs where the partnership works and some that don't.

Member Cameron stated the partnerships add to the culture here in the City but believe they need more time to look at the data before making a decision. The City has made so much progress over the years and it needs to continue to do so along with being able to meet the needs of the citizens and teams.

Member Mills-Benet sees the benefit on both sides. She loved hearing from the partners and feels if we move to a pay as you go fee structure we might lose a lot of people because they won't be able to afford the rental fees. She stated the current fees do need to go up to aide in the cost recovery.

Member Barraco spoke on how much the partners do for the kids and that is what's most important. She agrees in raising the fees and not losing the partners.

Member Bowling stated the partnerships are very beneficial to the City. He spoke on raising the fees by determining a few different factors but making sure were not creating a hardship for the partners.

The Board Members all agreed that there needs to be an increase in the fee.

Ms. Lovallo stated the rate for the tennis court is \$10 an hour. She spoke on the code which dictates what makes a partner, and those that do not meet those requirements can go to a pay as you go fee structure at that point. She stated staff can take a look at everything and bring back some suggestions for the Board to consider at the next meeting.

Vice Chairman Ball suggested running the numbers if they were to change the 7% fee to either 15%, 20%, 25%, or 30% and see what that would look like.

The Board Members agreed to discuss this item further at the next scheduled meeting.

5. Community Center Discussion

Ms. Lovallo spoke on the community center and the ECHO grant application the City is submitting. She provided an overview of the changes they plan to make to the community center, including additional programs they plan to offer. She stated they would like the Arthaus program to work with them.

C. PARKS & RECREATION DIRECTOR'S REPORT- There was no report.

D. PUBLIC COMMENTS- There were none.

E. BOARD COMMENTS- There were none.

F. NEXT MEETING DATE

8. Next Meeting Date: January 15, 2019

G. ADJOURNMENT: 7:40 p.m.

Chairman Wiles

PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING
CITY HALL – SECOND FLOOR – CONFERENCE ROOM
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 15, 2019 AT 5:15 P.M.

The Parks & Recreation Advisory Board was called to order by Chairman Wiles at 5:16 p.m.

Present: Jack Wiles
Maria Mills-Benat
Patricia Barraco
Julie Day
Bobby Ball
Michael Navarra
James Richard Jr
Mark Bowling

Absent: John Cameron (Excused)

Also Present: Susan Lovallo, Park and Recreation Director
Peter Ferrara, Assistant Parks Director
Shelby Field, Assistant City Clerk

B. ELECTION OF OFFICERS

Motion was made by Member Bowling to nominate Member Wiles for Chairman and Seconded by Member Richard. Member Wiles accepted the nomination. Motion carried unanimously by voice vote.

Motion was made by Member Navarra to nominate Member Bowling for Vice Chairman and Seconded by Member Mills-Benat. Member Bowling accepted the nomination. Motion carried unanimously by voice vote.

C. DISCUSSION/ACTION

2. Consideration of October 17, 2018 Minutes

Motion was made by Member Mills-Benat to approve the minutes with an amendment to show not all members were in favor of a fee increase and Seconded by Member Richard. Motion carried unanimously by voice vote

3. Discussion on Park Partnerships

Susan Lovallo, Parks and Recreation Director, provided an overview on the current fee structure, the current park partners, and the proposed changes to both the Board will discuss for recommendation to Council. The City currently has six partners and receives \$20,000 in annual revenue, putting the current cost recovery at 5.5%. A cost recovery model was explained to the Board with a breakdown of what the revenue could be based on the fee percentage increase and number of partners.

Chairman Wiles provided a summary of what was discussed at the previous meeting on the park partnerships and the current fees. He stated the current hourly rate for a bare field with no lighting is \$20 an hour for a citizen and based on the cost recovery model, a 27% increase for the partners would only put them at an hourly fee of \$5.61. The current discrepancy creates a financial burden for the taxpayers and penalizes the Rec players. Chairman Wiles believes the City does need an increase in fee, it's just a matter of what percentage.

Chad Truxall, Port Orange Volleyball Club, questioned the Board on how tonight's decisions would affect the current partners. Chairman Wiles explained that the Board has no intention of scaring away the partners, merely to address the cost issues. He stated that the same benefits of a partnership could be received from a lease agreement, with less requirements.

Michael Cain, Florida Elite Soccer, expressed concerns over the investment safety of a lease agreement. Mr. Cain also expressed concerns over required participation numbers as they are currently only at 48%.

Ms. Lovallo, Chairman Wiles and Jake Johansson, City Manager, addressed Mr. Cain's concerns about the City's lease agreements and the long-term financial benefits.

Member Ball inquired as to how the decision for park partnerships with the City came to be. Ms. Lovallo explained the decision came from a desire to provide opportunities the City did not provide at that time. Member Ball would like to see the partnerships stay in some fashion, but also sees the benefits of a lease agreement.

Member Bowling suggested looking into a set fee for the partners, with differences based on different sports, and raise based on the number of kids. He would prefer it remain fair for everyone involved.

Ms. Lovallo is uncertain how that would look going forward. She stated all fee changes still need to go to Council for approval.

Member Bowling asked what fee increase percentage Member Navarra believes is reasonable. Member Navarra understands it needs to increase but is not sure what that number should be. He explained that clubs look for the security of being a partner and believes the partnerships should be maintained.

Ms. Lovallo believes the City may be able to look at a set time/rate for every club with any extra time set at the hourly rate the Board decides on.

Member Day inquired as to whether the City could simply provide the option of either a partnership or a lease agreement. Member Mills-Benat believes the City needs to define what would be asked of the partners.

Member Barraco suggested starting the bigger clubs with a larger fee, and giving groups just starting out a smaller fee and the opportunity to grow. Chairman Wiles replied that a lease agreement would offer that opportunity.

Motion was made by Member Day to provide an option for either a partnership or a lease agreement and Seconded by Member Mills-Benat. Motion carried unanimously by voice vote.

Motion was made by Member Ball to keep the partnership criteria as is with Port Orange in the name and Seconded by Member Bowling. Motion carried unanimously by voice vote.

Motion was made by Member Richard to increase the annual fee to \$6,866 in 2019, \$9,155 in 2020, \$11,443 in 2021, and \$13,732 in 2022 and Seconded by Chairman Wiles. Motion failed 2-5-1, with Chairman Wiles and Member Richard voting yes and Member Navarra abstaining.

Motion was made by Member Mills-Benat to increase the annual fee to \$6,866 for 2019 and reevaluate next year and Seconded by Member Barraco. Motion passed 7-0-1 by voice vote with Member Navarra abstaining.

Motion was made by Member Mills-Benat to set the lease agreement at an hourly fee of \$11.22 for 2019 and Seconded by Day. Motion passed 7-0-1 by voice vote with Member Navarra abstaining.

4. Update on Foundation

Member Ball provided an update on the Foundation. At this point there is not enough interest from the community to create a foundation.

5. 2019 Proposed Meeting Dates

The Board agreed to keep the meeting schedule as is.

6. Items for Next Agenda

Ideas for the Russell Property
Update on Halifax Trail

D. PARKS & RECREATION DIRECTOR'S REPORT - There was none.

E. PUBLIC COMMENTS – There were none.

F. BOARD COMMENTS - There were none.

G. NEXT MEETING DATE

7. Next Meeting Date: April 16, 2019

H. ADJOURNMENT – 7:27pm

Chairman Wiles

MEMORANDUM

To: Jake Johansson, City Manager
From: Susan L. Lovallo, Parks & Recreation Director
Date: February 7, 2019
Subj.: Park Partner Fee increase

Park Partner Fee Increase:

Council provided direction to the Parks & Recreation Department to recover 30% of the cost of Recreation. Each year the department evaluates the fee resolution and makes recommendations to the council to keep in line with the direction. Over the past few months the department has held public meetings with the Parks and Recreation Advisory board and our current partners to discuss the partner's annual fee and field usage. The current fee is \$4,000.00 annually **(5.5% cost recovery)** for a full year program and \$2,000 a year for a part time program. The partners utilize around 37% of the field space and the rec department utilizes 49%. The board discussed rate increases at various levels as well as different service levels. It was agreed upon that they are recommending an annual fee of \$6,866 **(15% cost recovery)** for full year programs and \$3,433 for half year programs. They also recommended that we offer a pay as you go option at \$11.22 per hour. In addition to the rate increase, a reduction in field usage or cost (25%) would occur based on an increased need from City Parks and Recreation programs. Finally, the board recommended that the groups have a maximum annual use allowance and everything over that the partner would have to pay at \$11.22 per hour. The board also gave recommendations on keeping the residency requirement to 50% Port Orange Residents and Port Orange is required in the name and to be displayed on the team Jersey's.

Staff Notes:

Since our final meeting and while prepping for this item staff has met with all the groups: The Soccer Club and Port Orange Stallions do not meet the residency requirement, therefore they are paying as they go at our current rate \$20.00 per hour. The Port Orange Volleyball Club, Panthers Baseball and softball, and Pop Warner Football are all in compliance. The PAL program was removed from this group and will be scheduled as needed since the PAL director is a full-time city employee and is approved to have a key and able to open and close facilities for his programs. Pop Warner is not eligible for a fee increase until July of 2020 due to a current contract we have and after July 2020 would only be responsible to pay the increase above \$4,000.

Staff agrees with the board's recommendation to raise the annual partner fee to \$6,866, provide a frequent user fee for fields of \$11.22 per hour. No changes are being recommended to code as it relates to residency requirements.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/05/2019

Consent item: No

SUBJECT: (H22) Resolution No. 19-10 - Authority to reserve and transfer 7.02 federal Wetland Mitigation Bank Credits for the Reclaimed Lakes Project

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Motion to approve Resolution No. 19-10 subject to approval of the final transaction documents by the city manager and city attorney; and to authorize the Mayor and City Clerk to execute transaction documents consistent with this Resolution.

SUMMARY: Public Works and Utilities requests the reservation and transfer of 7.02 Federal wetland mitigation credits for ACOE Permit No. SAJ-2002-3473. The request is required to off-set proposed wetland impacts for modifications to the reclaimed lakes outfall structure. The Port Orange Mitigation Bank has sufficient credits available for this project and Council approval is requested at this time. The bank administration staff have indicated that no payment is required.

The transfer will occur after the city manager and city attorney approve the final transaction documents. Thereafter, the staff member who is managing the bank may officially record the sale in the Mitigation Bank Ledger and shall notify the Army Corps of Engineers to release the 7.02 credit for this project.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Reso. No. 19-10	Reso. No. 19-10 .pdf
----	-----------------	----------------------

Robin Fenwick
Margaret Roberts
Lynn Stevens
Jake Johansson
Robin Fenwick

Created/Initiated - 02/21/2019
Approved - 02/26/2019
Approved - 02/28/2019
Approved - 02/28/2019
Final Approval - 02/28/2019

RESOLUTION NO. 19-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE RESERVATION AND TRANSFER OF 7.02 FEDERAL WETLAND MITIGATION BANK CREDITS FOR THE RECLAIMED LAKES PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF PORT ORANGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has requested the reservation and transfer of 7.02 federal wetland mitigation bank credits for the ACOE Permit No. SAJ-2002-3473-MLH Reclaimed Lakes (the "City Project"); and

WHEREAS, the permit application requires the city to mitigate for wetland impacts by obtaining 7.02 federal mitigation credits; and

WHEREAS, under ACOE Permit No. 2003-7849 the City of Port Orange operates the Port Orange Mitigation Bank which has sufficient credits available for city projects; 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 hereby authorizes the reservation of the 7.02 federal wetland mitigation credits for the Reclaimed Lakes City Project.

Section 2. The City Council of the City of Port Orange upon approval of the final transaction documents by the city manager and city attorney authorizes the transfer of 7.02 federal wetland mitigation credits for the Reclaimed Lakes City Project.

Section 3. The Mayor and City Clerk are authorized to execute such documents as may be necessary to effectuate the intent of the Resolution and subject to the approval of the city manager and city attorney for the final transaction documents required to close the transaction for the transfer of 7.02 federal forested wetland mitigation credits from the Port Orange Mitigation Bank to the City of Port Orange upon the terms set forth herein.

Section 4. This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted this day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney