



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 21, 2015

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. Pledge of Allegiance
2. Invocation - Asst. Pastor Sedrick Harris of Venetian Bay United Methodist Church
3. Roll Call

B. PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-25 - Residency requirements for Administrative Officials
5. First Reading – Ordinance No. 2015-26 – Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Town Park Planned Commercial Development (PCD); northeast corner of Williamson Blvd. and Madeline Ave.

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Sign Spinner Committee Update - Newton White

F. CITIZEN PARTICIPATION (Agenda)

8. Traffic Signage at schools in Port Orange - Jeff LaCour
9. Edward Utter - Maintenance on Service Drive behind 714 Normandy Blvd.

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

H. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

I. CONSENT AGENDA

11. Approval of Minutes

- a. July 7, 2015 - Regular City Council Meeting
- b. July 11, 2015 - Special City Council Meeting
- c. July 14, 2015 - Special City Council Meeting/Workshop

12. Resolution No. 15-38 - Tree Conservation Easement Vacation, 6076 Spruce Point Circle

13. Resolution No. 15-39 – Ratifying Application and Accepting Grant Funds from Florida Municipal Insurance Trust

14. Ratify Emergency Repair of YMCA Pool

15. Resolution No. 15-40 - Budget Appropriations

16. Resolution No. 15-41 - LAP Supplemental Agreement - Herbert Street Westbound Right Turn Lane at Clyde Morris Blvd.

17. Bid Awards and Contract Items

- a. Award Bid #15-15 Herbert Street Westbound Right Turn Lane at Clyde Morris
- b. Award of RFSQ #15-16 Professional CEI Services: Herbert Street Westbound Right Turn Lane at Clyde Morris
- c. Piggyback Agreement with Carl Eric Johnson, Inc. and waiver of formal bidding for purchase of certain sole source water & wastewater treatment plant pumps, tanks, parts and services.
- d. Second Extension to the Amended and Restated Agreement for Services with Danus Utilities, Inc. for sanitary sewer rehabilitation.
- e. Piggyback Agreement with Diversified Drilling Corporation on Tampa Bay Water Contract.
- f. Service Agreement with Biological Consulting for monitoring Receiving Wetland per Environmental Protection Permit (DEP) FL0020559, monitoring requirement #13 and 14
- g. Amendment to Extend the Waverly Media, LLC Contract for an Additional 60 Days
- h. Gym Scoreboard purchase
- i. Extension of Piggy-Back on Volusia County Agreement with Universal Towing

18. June 2015 Project Manager's Report

19. Stormwater Maintenance Progress

20. Proposed License Agreement – Lot 17, Summer Trees Unit III-C Replat Subdivision;
107 Grey Branch Road

21. Approve the White Acres Project Area CDBG Income Survey Results.

J. REGULAR AGENDA

22. Halifax Paving Lake Excavation Contract - Progress Report Update

23. Riverwalk Design Review

K. COMMENTS

24. City Attorney Comments

25. Interim City Manager Comments

L. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

a. Volusia League of Cities

b. ArtHaus

c. Port Orange/South Daytona Chamber of Commerce

d. Roundtable of Volusia County Elected Officials

M. 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 ANY 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, 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-25 - Residency requirements for Administrative Officials

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-25 on second reading, relating to residency requirements for administrative officials.

SUMMARY: The City of Port Orange is required to adopt and administer its ordinances consistent with federal and state laws governing discrimination. The proposed ordinance expressly recognizes the federal and state laws and requires administration of the regulation consistent with the other laws.

Consider the following example of the law prohibiting discrimination based on disability. An applicant for a department head position currently resides in a nearby community and has modified the current home at great expense to provide for a disability. If the applicant was selected for the position and requested a reasonable accommodation to allow the applicant to serve as the department head and to remain in the current residence, then city council would be required to determine whether the request for the accommodation would constitute a hardship to the city. If city council determined that the accommodation would not constitute a hardship to the city then the applicant would be able serve as a department head and remain in the current residence.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-25	Ord. No. 2015-25.pdf
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Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 07/07/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

ORDINANCE NO. 2015 – 25

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; AMENDING THE CODE
OF ORDINANCES, SECTION 2-168 RELATING TO THE
RESIDENCY REQUIREMENT FOR ADMINISTRATIVE
OFFICIALS AND RECOGNIZING FEDERAL AND STATE
GOVERNING LAWS; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to establish a residency requirement as set forth hereinafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, AS FOLLOWS:

Section 1: The City Council of the City of Port Orange hereby amends Section 2-186. Administrative officials 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 utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

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 (6) 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 this ordinance 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.

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

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

Section 5. This ordinance shall take effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2015

Passed and adopted on second and final reading on the day of _____, 2015

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: First Reading – Ordinance No. 2015-26 – Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Town Park Planned Commercial Development (PCD); northeast corner of Williamson Blvd. and Madeline Ave.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-26 amending and restating the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Town Park Planned Commercial Development (PCD).

SUMMARY: The applicant is requesting approval of an Amended and Restated MDA and CDP for the Town Park PCD. The proposed changes provide the framework to redevelop the site as a commercial project, provide for additional permitted uses and establish minimum lot dimensions, setbacks, buffers, and associated required site improvements. The proposal also includes a three-year timeframe for either completion or demolition of the existing church structure. If the amended and restated MDA and CDP is approved, it would take the place of the existing MDA and 1st amendment to the PCD.

At the May 28 meeting, the Planning Commission recommended approval (4-2) of the proposal. However, Planning Commission approval was subject to removing some of the requested additional uses including convenience store with or without fuel operations, motor vehicle service station and all of the special exception uses.

Based on the Planning Commission recommendation, the applicant has revised his request to accommodate the majority of these changes. The applicant has removed motor vehicle service stations, convenience stores with or without fuel operations, bars, lounges, and night clubs, fortune tellers, astrologers, and palm readers, game/recreation facilities, guyed and lattice communication towers, and marina, recreational. However, the applicant proposes to retain the following special exception uses: mini-warehouses, motor vehicle and boat storage facilities, houses of worship, and private schools.

If approved, the applicant intends to maintain the existing communication tower and redevelop the remaining property with multiple buildings including shared infrastructure such as stormwater retention, parking, and access drives. The property owner has indicated he will continue to pursue options for using the existing unfinished building but, under the proposed amendment, it must be removed or renovations must be underway within three years of the MDA being recorded.

Project Funding Account

No.: No.:

ATTACHMENTS:

1.	Ord. No. 2015-26 Town Park Am. and Restated MDA	.pdf
2.	Staff Report	Staff Report.pdf

Perney, Gwen
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 07/02/2015
Approved - 07/13/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

ORDINANCE NO. 2015-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA) FOR THE TOWN PARK PLANNED COMMERCIAL DEVELOPMENT (PCD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into this Amended and Restated Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") for the Town Park Planned Commercial Development ("PCD"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the amended and restated MDA and CDP; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed amended and restated MDA and CDP.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Amended and Restated Master Development Agreement and Conceptual Development Plan for the Town Park Planned Commercial Development (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Amended and Restated Master Development Agreement for the Town Park PCD on behalf of the City of Port Orange.

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

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

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Assistant City Attorney

EXHIBIT "1"

**AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR THE
TOWN PARK PLANNED COMMERCIAL DEVELOPMENT (PCD)**

This Amended and Restated Master Development Agreement for the Town Park Planned Commercial Development (PCD) (hereinafter referred to as the "Agreement") is made by and between RAINBOW DEVELOPMENT GROUP, LLC, a Florida limited liability company (hereinafter referred to as the "Owner" or "Developer") and the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation (hereinafter the "City"), and hereby restates and supersedes the Development Agreement for Town Park PCD, recorded at Official Records Book 4511, Page 2281 through 2296, Public Records of Volusia County, Florida, and the First Amendment to Town Park Planned Unit Development Master Development Agreement, recorded at Official Records Book 4748, Page 750, Public Records of Volusia County.

WITNESSETH:

WHEREAS, the Developer and the City previously entered into a master development agreement to accommodate the development of approximately eight (8) acres, more or less, of real property located within the City of Port Orange and known as the Town Park PCD Property.; and

WHEREAS, The Town Park PCD Property was being developed under the provisions of the original master development agreement and the 1st amendment thereto, but the project became abandoned and project was never completed; and

WHEREAS, The Town Park PCD Property is now under different ownership and the development of the Town Park PCD Property shall be completed in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto do hereby each consent and agree as follows:

1. THE PROPERTY:

This Planned Commercial Development consists of approximately eight (8) acres, more or less, of real property (the "Property"), which is described in Exhibit "A", attached hereto and by reference made a part hereof.

2. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. DEVELOPMENT:

The Developer has designated the Property as the "Town Park PCD". The Property shall generally be developed in accord with the Conceptual Development Plan prepared by Zev Cohen

and Associates, Inc. and dated July 2, 2015, a copy of which is attached hereto and by reference made a part hereof as **Exhibit "B"**.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

- A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
- B. The parties acknowledge that compliance with the requirements of the LDC may necessitate modifications of the CDP. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

5. PERMITTED USES, DIMENSIONAL, ARCHITECTURAL, PARKING AND LANDSCAPE REQUIREMENTS:

A table of Uses and Requirements listing the permitted uses of the Property, dimensional requirements for lots, structures and buildings, parking requirements, architectural requirements, and landscaping requirements for the Property is attached hereto and by

reference made a part hereof as **Exhibit "C"**. The Conceptual Development Plan (Exhibit "B") and the Table of Uses and Requirements (Exhibit "C") shall be read conjunctively. The Conceptual Development Plan shall be considered to illustrate the general location and size of the buildings, lots, storm water retention areas and common access ways to be utilized by occupants of the Property and the relationship of the lots and buildings to Williamson Boulevard, Madeline Avenue, and the vacant residential property to the north. The Table of Uses and Requirements shall be considered to specifically control the actual location and size of the buildings, lots, and landscaped areas on the Property. In case of a conflict between the textual provisions of this Agreement, including Exhibits, and Exhibit "B", the textual provisions of this Agreement shall control.

6. MAINTENANCE:

The Owner and all future owners of the Property shall be responsible for the continuous and perpetual maintenance of all required improvements in accordance with the LDC. In the event that the Property is subdivided into multiple parcels, lots, or tracts creating multiple ownerships, the division and assignment of maintenance responsibilities among the various owners shall be imposed by the creation of a property owner's association or agreement between the owners setting forth the necessary covenants and restrictions to assure the continuous and perpetual maintenance of all required improvements.

7. SITE PLANS:

The Developer plans to sell no more than three (3) individual building sites. The individual building sites shall be developed by the individual building site owners. Except as expressly provided herein, improvements permitted or required by this Agreement shall be constructed by individual building site owners in accord with this terms and conditions of this Agreement and, where applicable, the ordinances, resolutions and regulations of the City. The owner of an individual building site may be required by the City to make off-site improvements that will benefit the entire Property and subsequent owners of individual building sites. The City may require the owner of an individual building site to make those off-site improvements necessary to insure the integrity of the common facilities of the Property including, but not limited to, improvements to facilitate property drainage, access, and traffic circulation. The parties agree that off-site improvements made by an individual building site owner may provide benefit to the other building sites contained on the Property. Plans for individual building sites shall be subject

to the site development plan review procedures employed by the City at the time plans for an individual site are submitted. Utilities, bikepaths, and all required off-site improvements shall be installed prior to the issuance of a certificate of occupancy for any of the individual site plans.

8. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

Public utilities shall be designed to meet the City's specifications and requirements of the Land Development Code and City Standard Construction Details. Stormwater shall be designed to meet the specifications and requirements of the City's Land Development Code, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning stormwater drainage and management. The Owner shall provide all required easements to the City over the proposed retention area and related stormwater structures.

9. EASEMENTS:

Proposed easements for drainage and access and any easements or grants of easements for public utilities shall be submitted to the City for approval prior to construction on any portion of the Property. The Property shall be private but open to invitees of the building site owners. The Developer shall provide to the City access easements, where reasonable and necessary, to any and all areas of the Property in order for the City to provide municipal services and enforce its ordinances, resolutions and regulations.

10. EXISTING BUILDING AND STRUCTURES.

The Owner, after due diligence and consideration, shall either demolish or repurpose the existing incomplete building and slab located on the Property in accordance with the following terms and conditions:

A. Demolition Option - The existing incomplete building and slab located on the Property shall be demolished within three (3) years of the recording of this Agreement. Owner shall comply with the Florida Building Code and the City's Land Development Code ("LDC"); and shall acquire all necessary permits prior to demolition; OR

B. Repurpose Option – Owner shall, within three (3) years of the recording of this document, obtain the City's approval of its plans to repurpose the existing incomplete building and complete all required site improvements in accordance with the LDC and this Agreement. Owner shall, within four (4) years of the recording of this document, complete the repurposing and all other requisite improvements and conditions pursuant to the LDC and this Agreement and obtain the Certificate of Occupancy (CO) for the existing building.

FAILURE TO COMPLY – Should the owner fail to comply with this subsection by failing to either repurpose or demolish the existing incomplete building within the manner and timeframe as set forth herein, this Agreement shall expire immediately without the necessity for any further action by the City. The City does hereby reserve its right to pursue such other remedies as provided by law.

11. EFFECTIVE DATE AND EXPIRATION:

- A. This Agreement shall be effective upon recording by the City at the Developers expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance approving the Town Park PCD shall not take place until the Developer has provided an executed copy of this Agreement to the City Clerk addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and the City Clerk and thereafter recorded. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.
- B. Development of the Town Park PCD shall commence within five (5) years from the effective date of this Agreement and it shall be completed within ten (10) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" is defined by the LDC.

12. AMENDMENTS:

- A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 3 of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
4. The notices required above shall specify the location of the PCD Property, the location of that portion of the PCD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a.Changes permitted, conditional, and/or prohibited uses proposed.
 - b.Changes in building intensities and/or height proposed.
5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

13. CONFORMANCE WITH LAWS

A. The Owner agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

14. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject PCD Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

15. ENFORCEABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

16. POLICE POWER:

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

WITNESSES:

Printed name

Printed name

Printed name

Printed name

By: _____
Allen Green, Mayor
1000 City Center Circle
Port Orange, Florida 32129

Attest _____
Robin L. Fenwick, CMC, City Clerk
1000 City Center Circle
Port Orange, Florida 32129

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor, and Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

(Seal)

Witnesses:

Printed Name

Printed Name

PCD Property Owner:

RAINBOW DEVELOPMENT GROUP, LLC

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by
_____, as _____ of RAINBOW DEVELOPMENT GROUP, LLC.
He/she is personally known to me and did not take an oath.

Notary Public
(Seal)

EXHIBIT A

DESCRIPTION - COMMERCIAL PARCEL

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE $N89^{\circ}48'41''W$, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE $N89^{\circ}47'50''W$, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $57^{\circ}46'00''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE $S32^{\circ}26'10''W$, 683.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF $09^{\circ}55'00''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE $S42^{\circ}21'10''W$, 682.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'09''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992); THENCE $N47^{\circ}38'59''W$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 150.00 FEET TO THE POINT OF BEGINNING; THENCE $N47^{\circ}38'59''W$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 675.00 FEET; THENCE $N42^{\circ}21'10''E$, 500.00 FEET; THENCE $S47^{\circ}38'59''E$, 700.00 FEET; THENCE $S42^{\circ}21'10''W$, 475.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}59'51''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING. CONTAINING 8.03 ACRES, MORE OR LESS.

EXHIBIT "B"

LANDSCAPE ARCHITECT:
ZEY COHEN & ASSOCIATES, INC.
500 INTERCHANGE BOULEVARD
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT: PAUL MUMBERGER, R.L.A.



29	EDGALLIE FINE SAND
31	MALABAR FINE SAND
32	MYAKKA FINE SAND
34	MYAKKA ST. JOHNS C
38	POMONA FINE SAND
51	POMONA JOHNS CON



SCALE: 1" = 300'



THIS SITE IS CURRENTLY CLASSIFIED BY FEMA AS "ZONE 2" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE A1, CLASSIFIED AS 1% ANNUAL CHANCE FLOOD PLAIN.

[illegible]

Exhibit "C"

Table of Uses and Requirements

1. PERMITTED USES:

- a. Nursing Homes
- b. Assisted Living Facility
- c. Permitted Uses, Permitted Uses with Special Development Requirements, and Special Exception Uses allowed in the City of Port Oranges' Community Commercial (CC) and Professional Office (PO) Zoning Districts, as amended from time to time.

2. PROHIBITED USES:

- a. The following uses in City of Port Oranges' Community Commercial (CC) and Professional Office (PO) Zoning Districts are prohibited
 - 1. Motor vehicle service stations
 - 2. Convenience stores with or without fuel operations
 - 3. Bars, lounges, and night clubs
 - 4. Fortune tellers, astrologers, and palm readers
 - 5. Game/recreation facilities
 - 6. Guyed and lattice communication towers
 - 7. Marina, recreational

3. DIMENSIONAL REQUIREMENTS:

Maximum Building Height	45 Feet
Minimum Lot Width	125 Feet
Minimum Lot Size	22,500 Square Feet
Maximum Building Coverage	35%
Minimum Open Space	30%
Minimum Building Setbacks	
➤ Williamson Boulevard	50 Feet
➤ Madeline Avenue	25 Feet
➤ Side	30 Feet*
➤ Rear	30 Feet*

*Commercial building setbacks adjoining residential zoning shall be equal to or greater than building height.

4. LANDSCAPE REQUIREMENTS:

- A. All landscape buffers except listed below, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC), parking shall be developed in compliance with the LDC, as amended from time to time.

B. Williamson Boulevard

30 Feet

5. PARKING REQUIREMENTS:

Parking shall be developed in compliance with the Land Development Code, as amended from time to time.

6. SIGNAGE REQUIREMENTS:

Site signage shall be developed in compliance with the Land Development Code, as amended from time to time.

7. ARCHITECTURAL REQUIREMENTS:

A. All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the Land Development Code, as amended from time to time.

B. Any use with a drive-thru window shall have its drive-thru window oriented toward the interior of the Property. All drive thru facilities must be designed to match the principal structure with regards to finishes, materials, color, and architectural style.

8. MISCELLANEOUS REQUIREMENTS:

In the event this agreement and exhibits fail to address a particular issue regarding development of the property, the regulations set forth in the Port Orange Land Development code, as amended from time to time, shall control.



STAFF REPORT

Restated and Amended MDA & CDP for the Town Park PCD

CASE NO. 15-40000001

REQUEST:	Amend and restate the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Town Park Planned Commercial Development (PCD)
LOCATION:	Northeast corner of Madeline Ave. and S. Williamson Blvd. (Exhibit 1)
OWNER/APPLICANT:	Rainbow Development Group LLC
PLANNING COMMISSION RECOMMENDATION:	Approval, subject to removal of convenience store with or without fuel operations, motor vehicle service station, and all of the special exception uses in the PO and CC zoning districts
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
CITY COUNCIL DATE:	July 21, 2015

Background

The applicant proposes to amend and restate the Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) for the Town Park Planned Commercial Development (PCD). The amendment and restated MDA means that if adopted, the new MDA will take the place of existing MDA and 1st Amendment as a new document (Exhibit 2).

The Town Park PCD was originally approved in 1997 to be developed as an office complex with limited areas of general retail sales and service uses. In 2001, the MDA was amended to allow Houses of Worship as a permitted use. In 2002, construction began on the Word of Faith Church. Work stopped in 2003 and the property was abandoned. In 2013 a communications tower was constructed on the property under the terms of the MDA and the Land Development Code.

The changes proposed to the MDA are adding to the list of permitted uses and providing a timeframe for either completion or demolition of the existing church building. No other changes to the existing MDA or deviations from the LDC are being proposed.

The subject property is located on the east side of S. Williamson Blvd., north of Madeline Ave. (See – Location Map). The property is currently occupied with an abandoned unfinished building and a communications tower.

Location Map



Consistency With The Comprehensive Plan

The subject property is designated *Commercial* on the City's Future Land Use Map (Exhibit 1). The *Commercial* Future Land Use designation is intended to provide for uses such as, shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses.

The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use element of the Comprehensive Plan. In this case, the subject property is part of a Neighborhood Commercial Node located around the intersection of S. Williamson Blvd. and Madeline Ave. (Exhibit 3). The node type was determined based on the classifications of the adjacent roadways and the size of the surrounding neighborhoods.

General infrastructure capacity for commercial development on the site was evaluated when the *Commercial* FLU designation was established. Detailed review of water, sewer, stormwater, and traffic will occur when site plans are submitted.

Development Proposal

If approved, the restated Town Park Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) will provide the regulatory framework for

development of the subject property. The applicant intends to maintain the existing communications tower and develop the remaining property with multiple buildings including shared infrastructure such as stormwater retention, parking, and access drives. The proposed MDA indicates the applicant will continue to pursue options for using the existing unfinished building. If the building is found to be unsuitable for further use, it must be removed within three years of the MDA being recorded. The three year limit is being proposed by the applicant in order to provide sufficient time for design modifications, permitting, and financing.

The proposed restated MDA maintains the uses currently allowed and adds the uses allowed in the City's Community Commercial (CC) zoning district as well as nursing homes and assisted living facilities.

Currently Permitted Uses

Antennas
Banks
Business services
Camouflage and monopole comm. towers
Child care centers
Community gardens
Financial services
Fleet based services
Funeral homes (freestanding only)
Health/exercise clubs
Houses of worship
Medical office/clinics
Offices
Office supplies
Office/warehouse facilities
Pain management clinics
Personal services
Restaurants
Veterinary clinics
Xerographic and offset printing

Current Special Exception Uses

Guyed and lattice comm. towers
Private schools

Proposed Additional Uses

Assisted Living Facility
Adult/vocational education
Appliance/electronic repair shops
Athletic/sports facilities
Clubs, lodges, and fraternal orgs.
Convenience store w/ or without fuel*
Furniture and appliance stores
Motor vehicle service stations*
Nursing homes
Retail home building materials
Retail sales and services
Theaters

Proposed Additional Special Exception Uses**

Bars, lounges and nightclubs
Fortune tellers, astrologers, and palm readers*
Game/recreation facilities*
Marina, recreational*
Mini-warehouses
Motor vehicle and boat storage facilities

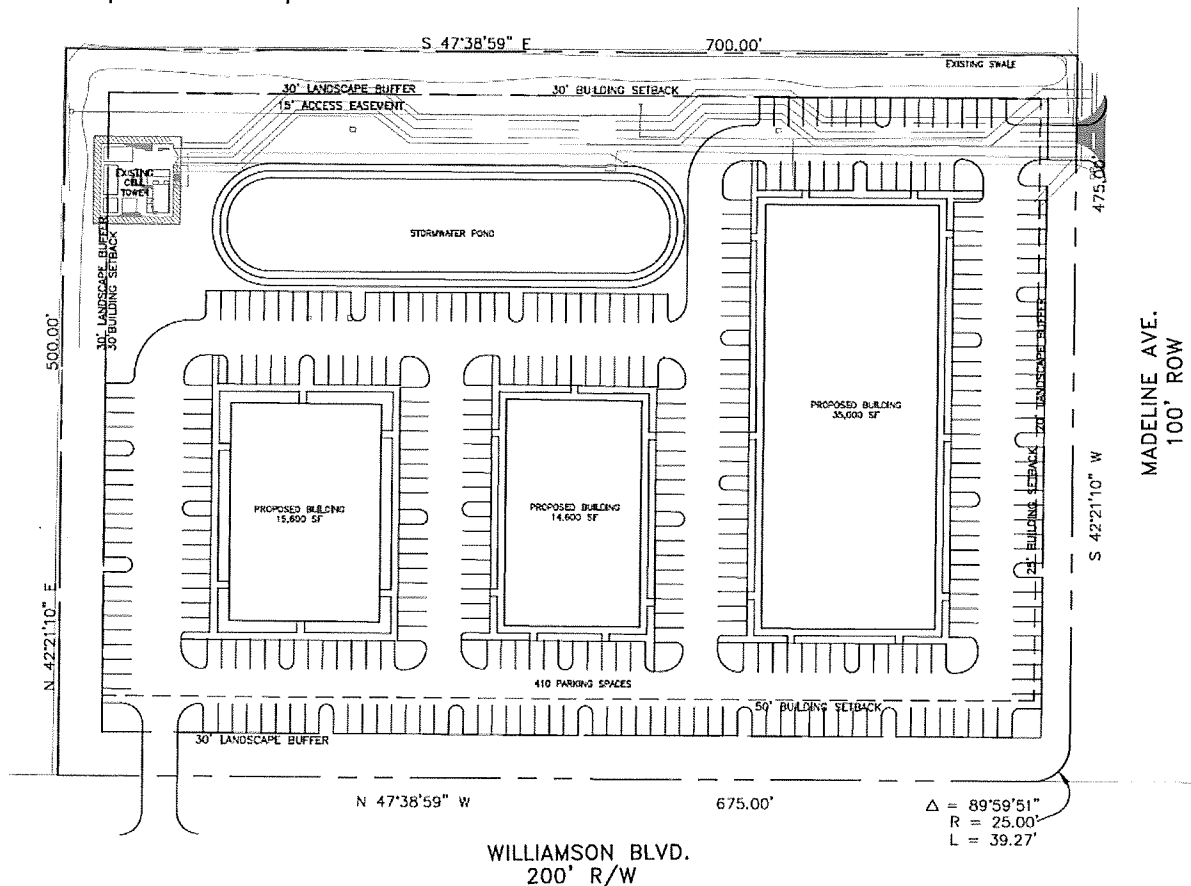
*Applicant has removed the uses highlighted in yellow based on the Planning Commission's recommendation.

**All special exception uses require separate Planning Commission and City Council approval.

General Site Layout:

Proposed development on the site will be accessed from S. Williamson Blvd. and Madeline Ave. If the property is subdivided into individual lots, cross access easements between the lots will be required. The Conceptual Development Plan shows the general location of potential buildings and infrastructure. The exact locations of buildings and associated site improvements will comply with the requirements in the restated MDA and will be determined at the time of site plan review.

As shown on the CDP, the applicant intends to relocate the existing stormwater pond to the northeast side of the property. Technical review of the relocation of the stormwater pond will be completed with the subdivision or site plan application and will be required to comply with the requirements of the Land Development Code and St. Johns River Water Management District.

Conceptual Development PlanLandscaping:

The proposed development will comply with the landscape and screening requirements of the City's LDC. This includes the 20-foot Madeline Ave. right-of-way buffer, 30-foot adjacent property buffers, foundation plantings around structures, screening of service areas for any proposed buildings, parking lot landscaping, tree preservation, and tree area requirements. No change is proposed for the existing 30-foot S. Williamson Blvd. right-of-way buffer.

Water, Sewer, and Reclaimed Water:

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water service.

Architectural:

As described in the MDA, the architectural style of the buildings, accessory structures, screen walls, and site furnishings will be designed with a common architectural theme and comply with the City's LDC. A formal review of the architectural design will occur with each of the site plans to verify compliance with the MDA and LDC.

Parking & Project Access:

Parking will be provided as required by the LDC. The total number of parking spaces and design of the parking lots will be reviewed with the submittal of the site plans. Vehicles will enter and exit the project via the proposed access drives located on S. Williamson Blvd. and Madeline Ave. If the property is subdivided, cross-access easements will be recorded to provide an internal network for vehicles and pedestrians.

S. Williamson Blvd. and Madeline Ave. in this area are under Volusia County's jurisdiction. Specific technical requirements for access must be approved by Volusia County during site plan review.

Stormwater:

The stormwater drainage infrastructure for this project will be in the form of a retention pond. The stormwater drainage design will be reviewed with the submittal of the site and subdivision plans. Per the LDC, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the run-off from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the property must have the same ability to store and discharge water after development as it does before development occurs.

The drainage area shown on the CDP will be required to provide stormwater drainage for the entire 8.03-acre property and will also be required to meet the stormwater requirements of the St. Johns River Water Management District. As part of the current zoning amendment application, final drainage plans are not required.

Subdivision:

The subject property may or may not be subdivided into individual lots. Development of each lot will require separate site plan approval, but each lot can be developed in no specific order, provided that the necessary infrastructure to support those phases has been constructed.

Traffic:

All site plan submittals for this property will be required to comply with the City's Concurrency Management requirements in the LDC. Detailed traffic analysis occurs at the site plan review stage to identify any improvements that might be required. Similar to other developments within the City, the developer may be required to enter into a

Fair-Share Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the latest traffic counts for Madeline Ave. and S. Williamson Blvd., there is sufficient capacity on these roads for traffic estimated to be generated by development of this property (Table 1).

An example mixed-use development that consists of a 100 bed ALF, a 10,000 square foot retail pharmacy with drive-thru, and a 10,000 square foot medical/dental office building on the property would generate approximately 1,600 daily trips, distributed along the adjacent road network (ITE trip generation manual, 9th edition). Some of these trips would be "pass-by" or already on the road and some would be "internal capture" moving within the site. As a result, the total impact for this example would be less than 1,600 daily trips.

Table 1. Roadway Capacity

Roadway Segment	Maximum Capacity Vehicles per day *	Current Vehicles per day**	Remaining Capacity Vehicles per day	Remaining Capacity %
S. Williamson Blvd. from N. City Limits to Madeline Ave.	20,300	14,410	5,890	29%
S. Williamson Blvd. from Madeline Ave. to Willow Run Blvd.	19,500	14,100	5,400	27%
Madeline Ave. from Long Grove Ln. to S. Williamson Blvd.	16,727	11,549	5,178	30%

*Source: Volusia County Traffic Engineering, 2013

** Source: City of Port Orange Public Works, 2015

SUMMARY

The proposed changes in the restated MDA are to allow additional commercial uses on the site and setting a deadline for either reuse or demolition of the existing structure. The restatement and amendment will take the place of the original MDA and 1st Amendment.

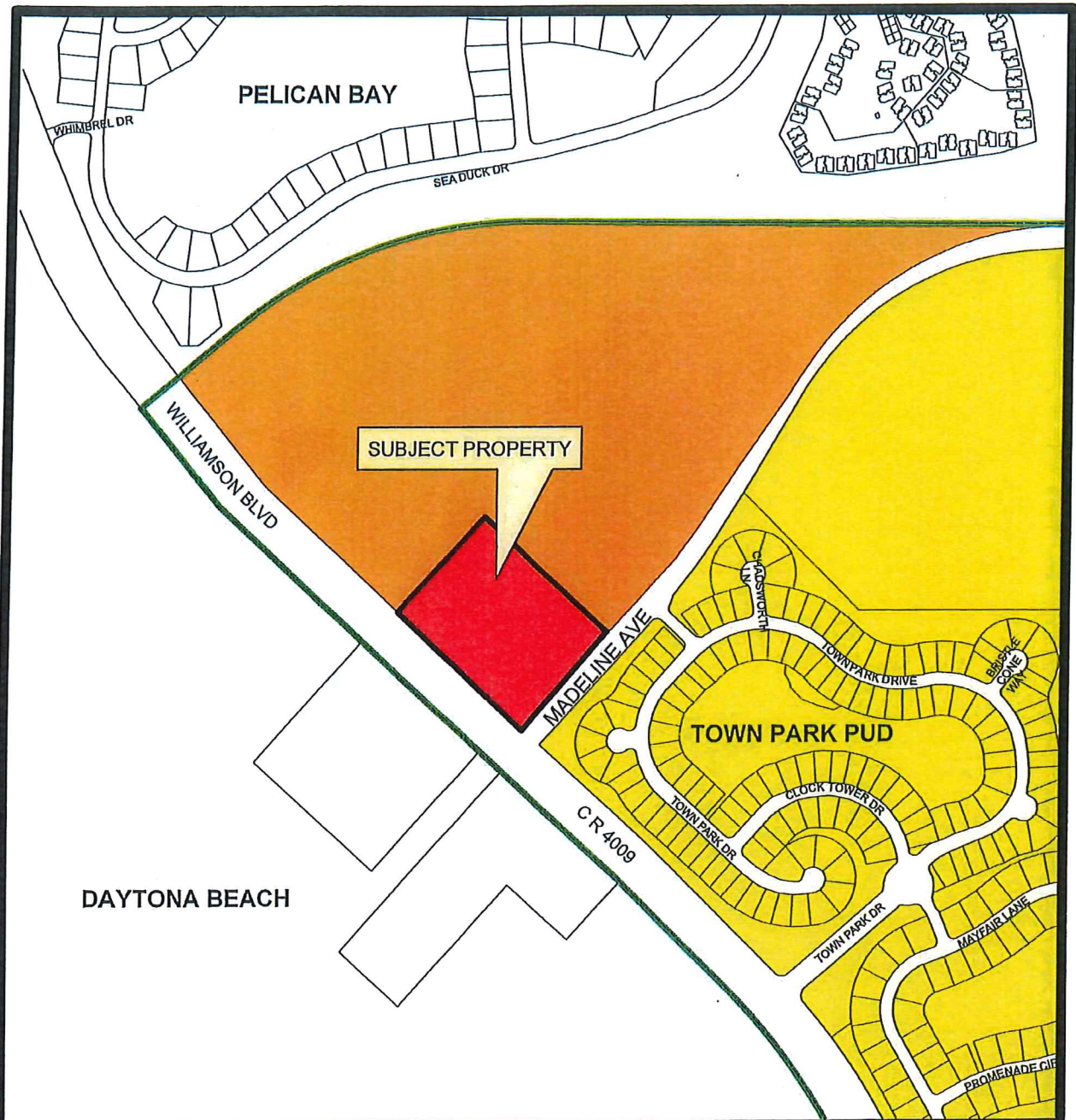
RECOMMENDATION:

Staff recommends **approval** of the Amended and Restated Master Development Agreement and Conceptual Development Plan to the Town Park PCD.

ATTACHMENTS:

Exhibit 1. Location Map

Exhibit 2. MDA and CDP (see attached ordinance)



Future Land Use Categories

-  City Boundary
-  Suburban Residential (2-4 Units/Acre)
-  Urban Medium Density Residential (4-8 Units/Acre)
-  Commercial



**FUTURE LAND USE MAP
CITY OF PORT ORANGE**

DEPARTMENT OF COMMUNITY DEVELOPMENT

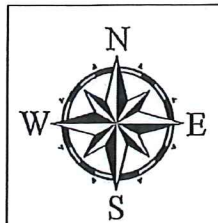


Exhibit 2

Amended and Restated Town Park MDA and CDP (see attached ordinance)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: Traffic Signage at schools in Port Orange - Jeff LaCour

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: Jeff LaCour has requested time on this agenda to discuss traffic signage at schools in Port Orange.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	LaCour materials	LaCour materials.pdf
2.	LaCour PPT	PPT from Jeff LaCour.pdf
3.	Letter from Chief Monahan to Mr. LaCour	Letter from Chief Monahan to Mr. LaCour.pdf
4.	Sugar Mill Sign Survey	Sugarmill Sign Survey.pdf

Fenwick, Robin
Monahan, Gerald
Harden, David

Created/Initiated - 07/07/2015
Approved - 07/07/2015
Final Approval - 07/07/2015

TO: Mayor Allen Green
City Hall
Port Orange, Florida

6/26/2015

FROM: Jeffrey T. LaCour
906 Pineapple Road
South Daytona, Florida 32119
386 679 4258

Mr. Mayor.

The below quote is from your city web site:

As a pro-active and community-oriented agency, the Police Department subscribes to a philosophy of "community policing" bolstered by "intelligence led policing". By giving careful consideration to each reported crime incident, the Department is able to maintain an accurate assessment of the concerns of local residents. Officers are trained to be client-oriented and to forge close bonds throughout the community

THIRD ATTEMPT TO RELATE TO COMMUNITY AUTHORITY WHY THE POLICE DEPARTMENT IS
ENDANGERING CHILDREN WITH THE LACK OF SIGNAGE AT SugarMill School.

9 traffic signs (with flasher) on Charles Street within 400 paces of the intersection of Charles and McDonald.

3 traffic signs (no flasher) on McDonald Street within 400 paces of the intersection.

Both streets side the school. Why triple the signs & flasher on Charles??????
This is deceptive to the driver coming down Charles, going North on McDonald.
This circumstance gives the impression of leaving the school zone and encouraging a speed up, which endangers children.

I can relate in 15 minutes (see attached letter to Police Chief) to any interested party why the lives of children are being endangered by the SCHOOL ZONE SIGNAGE POLICY of the Port Orange Police on McDonald Street at the corner of Charles. The police department has ignored (denied without hearing) my request for changes in signage. The Port Orange Police through Sargent Braddock and his supervisor Capitan Jackovino have refused to even hear any suggestion of endangering children's lives, which seems particularly cynical in light of the above post on the city web site.

I am a person of little consequence, but it does seem reasonable that the department would, at a minimum, have an interest in hearing my thoughts relating to the endangerment of the lives of

schoolchildren within the city of Port Orange. Particularly so, since I recently was ticketed at this site (5/26) and can offer first hand testimony.

My first attempt to offer my input was met with arrogance, denial and accusations of law breaking (speeding). Officer Braddock told me and I quote: our signage meets the statue and we are not going to change it! (The details are available in my second written request for signage change, which I am sure is a part of your file. Recorded CD is also part of the city record.)

Has Officer Braddock maligned my efforts to improve signage for the protection of schoolchildren by accusing me of being belligerent, uncooperative or otherwise non-compliant? Has his opinion clouded the issue of **child endangerment**, which I am attempting to relate to the city police? I ask you; even if I am the worst of persons, what should take priority here; my poor personality or the endangerment of children's lives?

I do not refute any claims he has made which might impugn my character. However, I submit to them not to recover my lost honor, but in an effort to turn your head toward the issue at hand. **Your signage is endangering the lives of schoolchildren, and I will prove it to anyone who will condescend to listen!**

Am I doing what a concerned citizen should in appealing to the police authority when helpless children are inadvertently endangered by the lack of "intelligence led policing"?

My second request has been met with silence. Has the blue line of the police department tried and convicted me of being unworthy of any hearing? Has the blue line of the police department determined they do not need any input from ignorant outsiders who simply do not understand the demands of "community policing"?

With a sincere community interest,

Jeff LaCour

To:
Gerald M. Monahan, Jr.
Chief of Police
4545 Clyde Morris Blvd.
Port Orange, FL 32129

6/26/2015

FROM:
Jeffrey T. LaCour
906 Pineapple Road
South Daytona, Florida 32119
386 679 4258

Dear Sir,

**City of PORT ORANGE ENDANGERS CHILDREN'S LIVES –repeatedly!
REFUSES TO CORRECT THE SITUATION
WILL NOT EVEN DISCUSS IT
CITIZEN MALIGNED WHO CALLED ATTENTION TO THE PROBLEM**

The Police Department, represented by Sargent Braddock and Captain Jankovinco, have been made aware of repeated threats to the lives of school children at Sugar Mill School. They have stone-walled any conversation directed toward correcting the situation. I HAVE REQUESTED ON THREE SEPARATE OCCASIONS CONVERSATION TOWARD RESOLVING THIS DANGEROUS CIRCUMSTANCE. IT IS CLEAR THE POLICE, IN THE PERSON OF SARGENT BRADDOCK, SEE NO THREAT TO CHILDREN AT THIS HOT SPOT. HE OBVIOUSLY BELIEVES THE CITY IS EXONERATED BECAUSE THEY ARE "WITHIN THE STATUTE". HE DOESN'T CARE ONE WIT THAT CHILDREN ARE BEING ENDANGERED!

Is this an example of "Community Policing" as noted in the quote on the city web site?
Is this an example of "intelligence led policing"?

A speeding ticket in a school zone is a particularly heinous violation because it endangers the lives of our most vulnerable citizens – EVERY TIME IT HAPPENS!

**38 CITATIONS AT THE REFERENCED LOCATION IN 36 MONTHS
38 CERTIFIED/PROVEN INSTANCES OF CHILD ENDANGERMENT**

- with no interest in correcting the situation
- blame the stupid citizen, signage is within the statute!

The city of Port Orange has on record an inordinate number of violations of this nature on McDonald Street at the Sugar Mill School. This location is referred to as a "Hot Spot" by the traffic department at the Police Department. Hot Spot is the designation given to those locations where speeding is a repeated problem.

9 traffic signs (with flasher) on Charles Street within 400 paces of the intersection of Charles and McDonald.

3 traffic signs (no flasher) on McDonald Street within 400 paces of the intersection.

Both streets side the school. Why triple the signs & flasher on Charles??????
This is deceptive to the driver coming down Charles, going North on McDonald.
This circumstance gives the impression of leaving the school zone and encouraging a speed up, which endangers children.

EVERY TICKET ISSUED REPRESENTS A FAILURE OF THE CITY AND ESPECIALLY THE POLICE DEPARTMENT TO EXAMINE THE SITUATION AND MAKE AN EFFORT TO STOP THESE REPEATED CASES OF CHILD ENDANGERMENT.

DOES ANYONE IN AUTHORITY AT THE CITY CARE ABOUT THIS REPEATED ENDANGERMENT OF CHILDREN certified/proven by the inordinate number of citations???????

IS THE CITY SATISFIED TO CONTINUE THE ENDANGERMENT SO THEY CAN ISSUE AS MANY CITATIONS AS POSSIBLE?

IS THE CITY SATISFIED WITH "WE ARE WITHIN THE STATUTE" *and never mind the children?*

With a sincere community interest,

Jeff LaCour



PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5870
FAX (386) 756-5311
www.port-orange.org

CHIEF GERALD M. MONAHAN, JR.

July 6, 2015

Jeffrey T. LaCour
906 Pineapple Road
South Daytona, FL 32119

Dear Mr. LaCour,

Although my office received your letter last week, I was out of town and unable to respond. In the meantime, I ordered a survey regarding the school zone signage compliance within the Sugar Mill Elementary (1101 Charles Street) school zone. The school zone in question covers the area of Charles Street approximately from Fifth Street, west to McDonald Road and North on McDonald Road from Old Sugar Mill Road to approximately 200' west of Sauls Road. The results of that survey are herein contained.

All of the school zone signage and standards within the County of Volusia and City of Port Orange follow the requirements set forth in the Manual of Uniform Control Devices (MUTCD) and the FDOT Design Standards Index (section #17344). Upon initial inspection, the school zone signs were found to be clean, clearly visible from any foliage or obstructions and up to date on City inspections. The signs and markings also appear to have minimal wear, including their retro-reflective capability.

The three (3) entry points into the school zone have proper single lane pavement markings indicating (SCHOOL) and are over the minimum 100' from the flashing signals ahead. These pavement markings are within compliance of the FDOT Design Standards index. Beyond the pavement markings are fixed ground mount flashing amber signal heads (MUTCD S5-1) with a "Speeding Fines Doubled" (FTP 38-06) and "School Speed Limit 15 when Flashing" properly attached to the ground mount base post. The signage and flashing signal heads are within compliance with the Manual of Uniform Traffic Control Devices (MUTCD) and distances with the DOT Standards.

Within the school zone there are four (4) marked crosswalks. At the Madeline Avenue/Sauls Road intersection, there are two (2) crosswalks - one for north and south Madeline Avenue and one for east and west Sauls Road. Both crosswalks are properly marked with the minimum 10' markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). This crosswalk has a designated Volusia County crossing guard assigned to cross children and pedestrians during the school zone hours.

There are also two crosswalks within the intersection of McDonald Road and Charles Street - one crosswalk designated for north and south Charles Street and one for the east and west



ACCREDITED 1997



McDonald Road. Both crosswalks are properly marked with the minimum 10' markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). This crosswalk also has a designated Volusia County crossing guard to cross children and pedestrians during the school zone hours.

The following clearly visible school zone signs are along McDonald Street. While traveling north to south on Madeline Avenue/McDonald Street there is an additional "SCHOOL" FDOT compliant pavement marking in the roadway, prior to the Charles Street crosswalks. Located in the grassed right of way west of the pavement marking, there is an additional yellow retro-reflective crosswalk ahead signage (MUTCD S1-1). When traveling both north and south on McDonald Street, just north of the Nixon Street intersection, there are additional school zone signs for both lanes of traffic. These signs are the "School Zone Speed Limit" (FTP 35-06) and attached are the school times sign (FTP 30-06). These signs are visible and free from any obstructions and were erected on 11/18/2009 by the City of Port Orange for additional visibility beyond the requirements of FDOT Design Standard index. All school zone markings and signage are visible from one to the next without obstruction.

Traveling east to west along Charles Street, there are three (3) additional (S1-1) school zone crossing signs posted, which are visible from one to the next and free from any visible obstructions. When exiting the school zone from any egress point there are "End School Zone" signs (FTP 32-06) posted within proper proximity of the entry/exit.

The outcome of the study clearly indicates that the roadway markings and signage within the Sugar Mill Elementary School zone are within the outlined regulations set forth by the Manual of Uniform Traffic Control Devices and the FDOT Design Standards Index section 17334. Furthermore, the City of Port Orange has installed additional signage in the designated school zone for extra visibility beyond the basic FDOT regulations. All signs are visible and clear of debris and in proper working condition. When traveling throughout the school zone, the amount of signage continuously informs the motorists of the school zone without any visual obstructions.

The extra daily staffing in the school zone by the Volusia County crossing guards and the Port Orange Police Department increase the safety of the students traversing the area during the school zone hours. Statistically, the above school zone has below average speeding violations and lack of any crashes involving pedestrians due to the above findings.

While we value citizen input, we are nonetheless guided by strict Department of Highway Safety and Motor Vehicles regulations. Regarding the speeding citation you received in this school zone, you have the right to contest this matter by requesting a hearing in Traffic Court. I have included attachments regarding a visual description of above signs and school zone roadway characteristics.

Sincerely,



Gerald M. Monahan, Jr.
Chief of Police

cc: Mayor Allen Green
City Manager David Harden

Report for: From Date: '01/01/2012' To Date: '07/07/2015'

Details	Citation No	Date	Time	Location	City	Rep Dist	District
	GLH0009470	06/03/2012	08:33	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GLH0009473	06/17/2012	14:35	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GLH0009474	06/17/2012	16:35	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0007974	07/08/2012	02:17	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0007995	07/13/2012	13:56	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0007996	07/13/2012	14:24	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	0000087892	07/21/2012	04:36	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GLI0000709	08/04/2012	12:55	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0066887	08/11/2012	21:10	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0006686	08/11/2012	21:10	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	0000088269	08/22/2012	13:30	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	0000088060	08/27/2012	01:38	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GUJ0008449	10/05/2012	23:00	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000413	11/10/2012	15:43	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000615	11/15/2012	08:05	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000374	11/15/2012	14:26	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000373	11/15/2012	14:26	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZV0009099	12/08/2012	12:48	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000284	01/12/2013	07:47	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZW0000286	01/12/2013	08:38	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	GZV0009777	01/19/2013	17:15	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	A0000ADMOP	01/24/2013	14:39	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	A0000AEVRP	03/16/2013	13:36	HIDDEN LAKE DR/WILLOW RUN BLVD	PORT ORANGE	P134	PO
	A0000AEVSP	03/16/2013	13:49	HIDDEN LAKE DR/WILLOW	PORT	P134	PO

				<u>RUN BLVD</u>	ORANGE		
	<u>A0000ERUGE</u>	08/05/2013	12:34	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EWTJE</u>	08/26/2013	11:51	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000NMDXP</u>	11/27/2013	12:11	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EV35E</u>	12/15/2013	10:52	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EV36E</u>	12/15/2013	16:02	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EVYNE</u>	02/17/2014	22:18	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EUX7E</u>	02/23/2014	10:30	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0000EWK9E</u>	03/04/2014	07:59	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EWLME</u>	03/14/2014	12:50	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EX1AE</u>	03/14/2014	14:27	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0WEM1E</u>	03/19/2014	13:19	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EWM0E</u>	03/19/2014	13:19	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EW4ME</u>	03/26/2014	15:24	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EX8ME</u>	03/28/2014	23:47	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EW4NE</u>	03/31/2014	13:54	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EXS8E</u>	04/28/2014	08:06	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EXW8E</u>	05/07/2014	12:55	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EY3OE</u>	05/13/2014	16:22	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EXTOE</u>	05/21/2014	11:49	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EXELE</u>	05/23/2014	08:36	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EW36E</u>	05/25/2014	05:07	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EYA2E</u>	06/05/2014	09:06	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A1094JE</u>	06/18/2014	08:10	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EYHME</u>	06/18/2014	10:08	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EW87E</u>	06/29/2014	10:59	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO

	<u>A0EX8CE</u>	07/06/2014	10:05	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EY30E</u>	07/06/2014	10:39	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10A4GE</u>	07/09/2014	11:30	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EYFDE</u>	08/17/2014	22:41	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10AHQE</u>	08/20/2014	07:33	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10AHRE</u>	08/20/2014	07:48	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10CVKE</u>	08/22/2014	04:58	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10BQQE</u>	09/25/2014	13:17	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10BU8E</u>	09/30/2014	12:50	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10BUCE</u>	10/02/2014	10:59	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10BVJE</u>	10/08/2014	08:06	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A10AKBE</u>	10/15/2014	11:38	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108MIE</u>	10/23/2014	14:02	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108MZE</u>	10/23/2014	14:16	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108TGE</u>	10/24/2014	14:05	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108TJE</u>	10/24/2014	14:15	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108U3E</u>	10/24/2014	14:27	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108UGE</u>	10/24/2014	14:27	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0NLZPP</u>	10/31/2014	11:39	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EQSXE</u>	11/03/2014	07:52	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EQT1E</u>	11/05/2014	11:32	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EQT2E</u>	11/05/2014	12:56	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ERCBE</u>	11/12/2014	07:46	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ERFIE</u>	11/19/2014	07:57	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A108LDE</u>	11/20/2014	09:57	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ESZTE</u>	12/30/2014	19:51	<u>HIDDEN LAKE DR/WILLOW</u>	PORT	P134	PO

				RUN BLVD	ORANGE		
	<u>A0ETJDE</u>	01/12/2015	12:23	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ETBPE</u>	01/14/2015	07:36	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ETGFE</u>	01/14/2015	07:36	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ETOHE</u>	01/26/2015	14:08	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ETFCE</u>	01/26/2015	14:25	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ETN0E</u>	01/26/2015	15:10	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47FQIE</u>	02/09/2015	13:59	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47FQJE</u>	02/10/2015	07:50	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47G2UE</u>	02/25/2015	12:51	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47G2VE</u>	02/25/2015	13:12	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0ES2ZE</u>	03/03/2015	18:22	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47FZ0E</u>	03/05/2015	07:33	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EUCZE</u>	03/10/2015	11:51	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47GRQE</u>	03/16/2015	13:54	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47GRRE</u>	03/16/2015	14:03	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47GXTE</u>	03/17/2015	07:54	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A0EQZQE</u>	03/18/2015	12:59	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47GYTE</u>	03/28/2015	23:12	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47GY9E</u>	04/02/2015	07:53	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H52E</u>	04/03/2015	14:02	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H5BE</u>	04/06/2015	13:58	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H5GE</u>	04/08/2015	13:06	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H5HE</u>	04/08/2015	13:14	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H5IE</u>	04/08/2015	13:23	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47H5LE</u>	04/09/2015	07:55	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO

	<u>A4HHZVE</u>	04/22/2015	14:06	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HHZWE</u>	04/22/2015	14:13	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HI06E</u>	04/29/2015	13:55	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HI07E</u>	04/29/2015	14:05	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HI0DE</u>	05/04/2015	14:05	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HI0EE</u>	05/04/2015	14:14	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HI0GE</u>	05/05/2015	07:48	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIA0E</u>	05/05/2015	13:46	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIA4E</u>	05/06/2015	14:08	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIA5E</u>	05/07/2015	07:30	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIA6E</u>	05/07/2015	07:44	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIA8E</u>	05/07/2015	13:57	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIAAE</u>	05/13/2015	07:43	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A47G23E</u>	05/24/2015	07:30	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO
	<u>A4HIPBE</u>	05/28/2015	14:01	<u>HIDDEN LAKE DR/WILLOW RUN BLVD</u>	PORT ORANGE	P134	PO

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Report for: From Date: '01/01/2012' To Date: '07/07/2015'

Details	Citation No	Date	Time	Location	City	Rep Dist	District
	<u>0000087889</u>	07/10/2012	22:20	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>GZW0000965</u>	11/26/2012	07:49	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000AE0NP</u>	01/18/2013	08:09	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000ES9KE</u>	09/17/2013	14:25	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000ES9LE</u>	09/17/2013	14:25	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000ESUPE</u>	10/10/2013	07:53	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000ESUOE</u>	10/10/2013	07:53	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A000108JXE</u>	10/23/2013	01:56	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A000108JYE</u>	10/23/2013	02:28	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000EV6GE</u>	01/24/2014	14:29	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0000EV6FE</u>	01/24/2014	14:29	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0EXDK</u>	04/09/2014	07:39	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A10AHVE</u>	08/21/2014	07:43	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A10BC8E</u>	09/10/2014	07:39	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A10BCSE</u>	09/25/2014	07:37	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A10BUGE</u>	10/02/2014	14:36	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ERNWE</u>	11/20/2014	14:07	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ERNXE</u>	11/20/2014	14:32	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0EWHYE</u>	01/14/2015	13:13	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0EWHZE</u>	01/14/2015	13:25	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ETI3E</u>	01/21/2015	07:57	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ETDK</u>	01/21/2015	13:17	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ETBHE</u>	01/22/2015	14:02	<u>HIDDEN LAKE</u> <u>DR/YORKTOWNE BLVD</u>	PORT ORANGE	P183	PO
	<u>A0ETM6E</u>	01/22/2015	14:02	<u>HIDDEN LAKE</u>	PORT	P183	PO

				DR/YORKTOWNE BLVD	ORANGE		
	<u>A47FQ0E</u>	02/05/2015	13:53	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47FXUE</u>	02/10/2015	14:18	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47G0TE</u>	02/19/2015	13:57	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GASE</u>	02/27/2015	14:12	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GB1E</u>	03/02/2015	14:14	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GGKE</u>	03/05/2015	13:51	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GY7E</u>	04/01/2015	07:21	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47H5RE</u>	04/20/2015	07:32	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A4HI01E</u>	04/28/2015	14:01	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A4HIAEE</u>	05/14/2015	13:55	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A4HIAFE</u>	05/14/2015	14:18	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GBQE</u>	05/18/2015	07:39	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47GC2E</u>	05/19/2015	14:00	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO
	<u>A47G1PE</u>	05/22/2015	14:34	HIDDEN LAKE DR/YORKTOWNE BLVD	PORT ORANGE	P183	PO

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Report for: From Date: '06/07/2012' To Date: '06/09/2015'

Details	Citation No	Date	Time	Location	City	Rep Dist	District
	GUJ0008320	07/31/2012	01:36	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000AEHHP	04/16/2013	02:28	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000AFKCP	05/16/2013	11:42	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000AF9XP	06/12/2013	19:57	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000AF9YP	06/12/2013	19:57	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000ESIAE	09/05/2013	14:12	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EU44E	11/23/2013	14:23	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EUYNE	12/11/2013	13:35	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EUYRE	12/12/2013	14:00	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EUYSE	12/12/2013	14:21	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EV2JE	12/16/2013	20:51	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0000EWBGE	02/20/2014	14:19	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0EWRXE	05/12/2014	20:04	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0EY22E	06/02/2014	14:22	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A10AMQE	08/27/2014	08:07	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A10BK8E	10/08/2014	13:07	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A10BKEE	10/13/2014	13:56	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A10BKFE	10/13/2014	14:19	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A108U0E	10/22/2014	13:27	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A108L3E	11/06/2014	13:55	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0ER5ZE	11/14/2014	07:15	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0EROUE	12/18/2014	14:10	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A108LBE	01/09/2015	21:00	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0ETNXE	01/26/2015	14:29	CHARLES ST/MCDONALD	PORT	P36	PO

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				RD	ORANGE		
	A0ETAYE	01/26/2015	14:37	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0ETATE	02/03/2015	14:10	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47FUAE	02/09/2015	13:56	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47FUOE	02/11/2015	13:05	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GABE	03/04/2015	07:15	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GAHE	03/04/2015	12:52	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GAIE	03/04/2015	13:12	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GAJE	03/04/2015	13:22	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GUUE	04/09/2015	14:29	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A47GUXE	04/10/2015	07:19	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A4HI1QE	05/06/2015	14:24	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A4HI1UE	05/07/2015	13:55	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A4HI21E	05/13/2015	14:04	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO
	A0AFU7P	05/26/2015	14:03	CHARLES ST/MCDONALD RD	PORT ORANGE	P36	PO

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14 - 551 38

AMERICA the beautiful

GOVERNMENT:

OF the people

BY the people

FOR the people

You are the personification of these high
ideals

An excellent community

Dedicated to uniquely American principles

AMERICA – not.....

- GOVERNMENT:

- OF the people
- BY the people
- TO the people

- So easy to overlook the underlying principles
- I am reminded of my prosecution
 - Did not need to prosecute
 - Doing business openly
 - Prestigious lawyers guiding
 - Could have talked to us for cooperation
 - NO – enforcement – crush this American family
 - Label them
 - Fine them \$\$\$\$
 - Teach a lesson
 - Make them an example

AMERICA'SGreatness

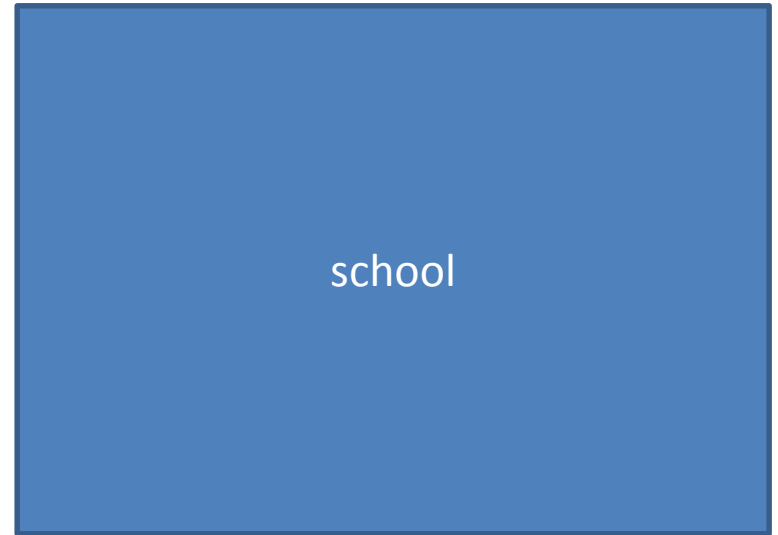
- **FOR** the people....
—OR
- **TO** the people.....
- **WHERE DOES PORT ORANGE STAND???**

Odd...in light of this

- the Department subscribes to a philosophy of "community policing" bolstered by "intelligence led policing". By giving careful consideration to each reported crime incident.

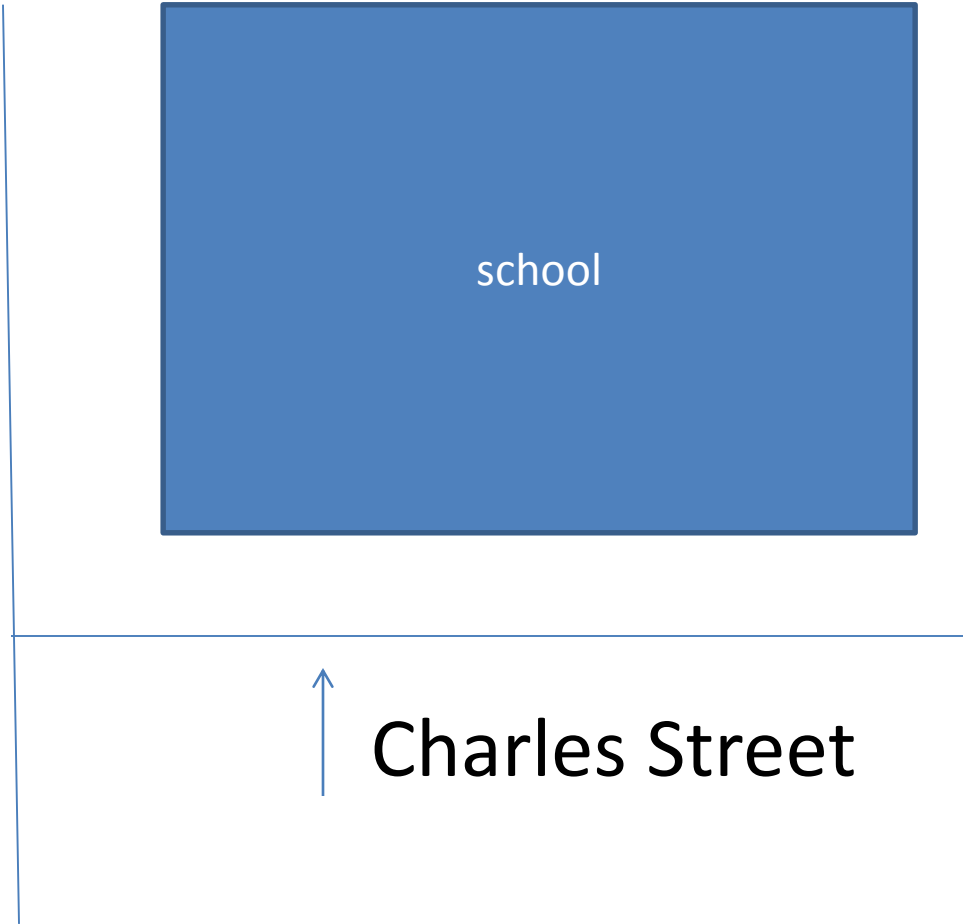
Intersection in question

- McDonald Street



400 paces

Charles Street



Sugar Mill School

- Bounded by two streets – Charles & McDonald
 - Charles – 9 signs, 0 citations: 400 paces
 - McDonald – 3 signs, 39 citations: 400 paces

*Flasher on Charles, not on McDonald

*3 years back

Is this intentional? –

until I pointed it out, maybe not;

see letter to Police Dept.

For lack of \$1,000 of signage

- Certified child endangerment
- Secret tax of 12 to \$20,000
- More signage is required FOR the people.....

The other dimension

- Extrapolate this experience to the entire city
 - Horizon elementary
 - 150 citations @ \$200 to \$400
 - Average \$300* x 150 = \$45,000 in secret tax
 - 20 Schools in City - \$900,000 in tax/3 years
 - For lack of a few \$ for signage!!!!!!!!!!!!

*\$300 still a lot of money to most families

GOVERNMENT FOR THE PEOPLE

- America is a great idea!
- Port Orange is great!



PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5870
FAX (386) 756-5311
www.port-orange.org

CHIEF GERALD M. MONAHAN, JR.

July 6, 2015

Jeffrey T. LaCour
906 Pineapple Road
South Daytona, FL 32119

Dear Mr. LaCour,

Although my office received your letter last week, I was out of town and unable to respond. In the meantime, I ordered a survey regarding the school zone signage compliance within the Sugar Mill Elementary (1101 Charles Street) school zone. The school zone in question covers the area of Charles Street approximately from Fifth Street, west to McDonald Road and North on McDonald Road from Old Sugar Mill Road to approximately 200' west of Sauls Road. The results of that survey are herein contained.

All of the school zone signage and standards within the County of Volusia and City of Port Orange follow the requirements set forth in the Manual of Uniform Control Devices (MUTCD) and the FDOT Design Standards Index (section #17344). Upon initial inspection, the school zone signs were found to be clean, clearly visible from any foliage or obstructions and up to date on City inspections. The signs and markings also appear to have minimal wear, including their retro-reflective capability.

The three (3) entry points into the school zone have proper single lane pavement markings indicating (SCHOOL) and are over the minimum 100' from the flashing signals ahead. These pavement markings are within compliance of the FDOT Design Standards index. Beyond the pavement markings are fixed ground mount flashing amber signal heads (MUTCD S5-1) with a "Speeding Fines Doubled" (FTP 38-06) and "School Speed Limit 15 when Flashing" properly attached to the ground mount base post. The signage and flashing signal heads are within compliance with the Manual of Uniform Traffic Control Devices (MUTCD) and distances with the DOT Standards.

Within the school zone there are four (4) marked crosswalks. At the Madeline Avenue/Sauls Road intersection, there are two (2) crosswalks - one for north and south Madeline Avenue and one for east and west Sauls Road. Both crosswalks are properly marked with the minimum 10' markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). This crosswalk has a designated Volusia County crossing guard assigned to cross children and pedestrians during the school zone hours.

There are also two crosswalks within the intersection of McDonald Road and Charles Street - one crosswalk designated for north and south Charles Street and one for the east and west



ACCREDITED 1997



McDonald Road. Both crosswalks are properly marked with the minimum 10' markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). This crosswalk also has a designated Volusia County crossing guard to cross children and pedestrians during the school zone hours.

The following clearly visible school zone signs are along McDonald Street. While traveling north to south on Madeline Avenue/McDonald Street there is an additional "SCHOOL" FDOT compliant pavement marking in the roadway, prior to the Charles Street crosswalks. Located in the grassed right of way west of the pavement marking, there is an additional yellow retro-reflective crosswalk ahead signage (MUTCD S1-1). When traveling both north and south on McDonald Street, just north of the Nixon Street intersection, there are additional school zone signs for both lanes of traffic. These signs are the "School Zone Speed Limit" (FTP 35-06) and attached are the school times sign (FTP 30-06). These signs are visible and free from any obstructions and were erected on 11/18/2009 by the City of Port Orange for additional visibility beyond the requirements of FDOT Design Standard index. All school zone markings and signage are visible from one to the next without obstruction.

Traveling east to west along Charles Street, there are three (3) additional (S1-1) school zone crossing signs posted, which are visible from one to the next and free from any visible obstructions. When exiting the school zone from any egress point there are "End School Zone" signs (FTP 32-06) posted within proper proximity of the entry/exit.

The outcome of the study clearly indicates that the roadway markings and signage within the Sugar Mill Elementary School zone are within the outlined regulations set forth by the Manual of Uniform Traffic Control Devices and the FDOT Design Standards Index section 17334. Furthermore, the City of Port Orange has installed additional signage in the designated school zone for extra visibility beyond the basic FDOT regulations. All signs are visible and clear of debris and in proper working condition. When traveling throughout the school zone, the amount of signage continuously informs the motorists of the school zone without any visual obstructions.

The extra daily staffing in the school zone by the Volusia County crossing guards and the Port Orange Police Department increase the safety of the students traversing the area during the school zone hours. Statistically, the above school zone has below average speeding violations and lack of any crashes involving pedestrians due to the above findings.

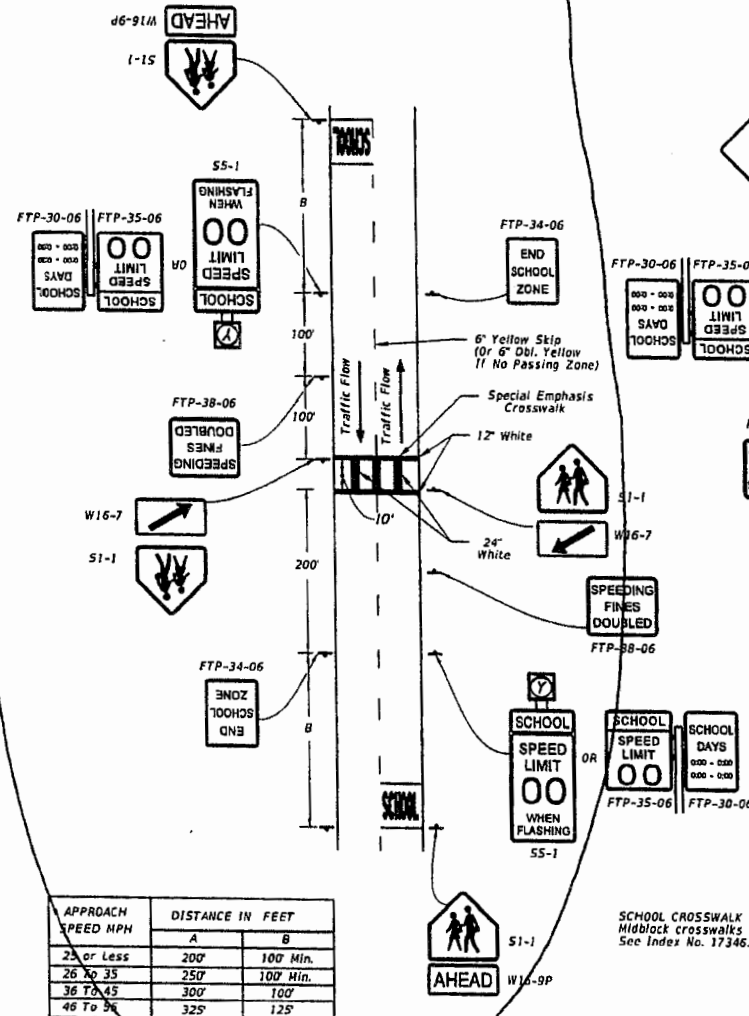
While we value citizen input, we are nonetheless guided by strict Department of Highway Safety and Motor Vehicles regulations. Regarding the speeding citation you received in this school zone, you have the right to contest this matter by requesting a hearing in Traffic Court. I have included attachments regarding a visual description of above signs and school zone roadway characteristics.

Sincerely,

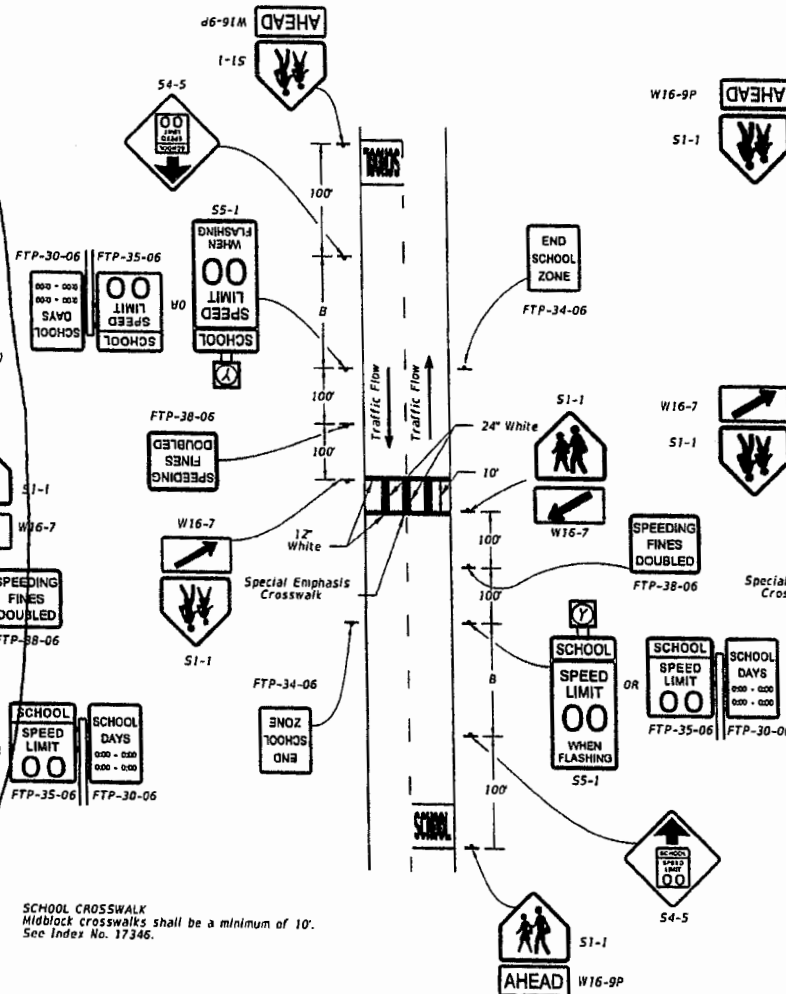

Gerald M. Monahan, Jr.
Chief of Police

cc: Mayor Allen Green
City Manager David Harden

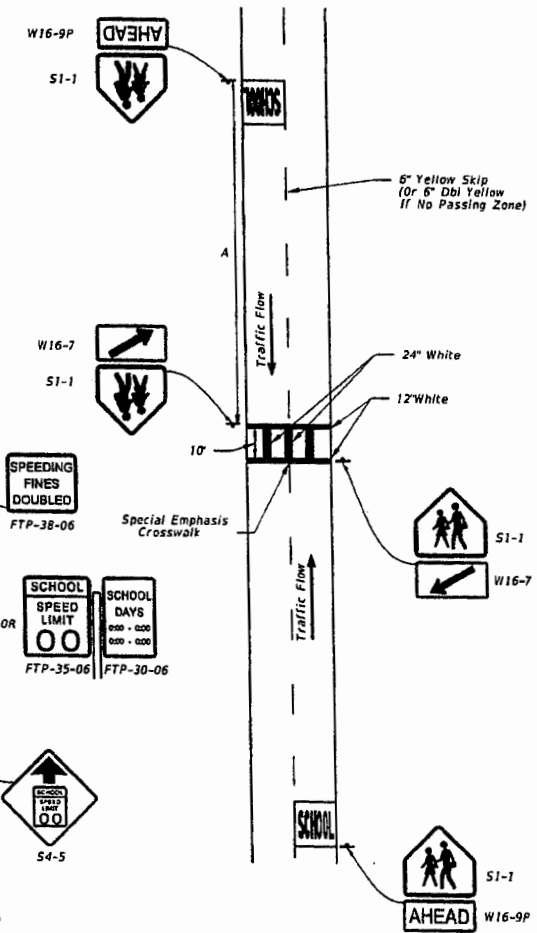
3. TRAFFIC CONTROL DEVICES FOR REDUCED SPEED ZONE AT A SCHOOL CROSSWALK 2 LANES-2 WAY TRAFFIC (40 MPH OR LESS) (MIDBLOCK OR ON THRU STREET AT AN INTERSECTION)



4. TRAFFIC CONTROL DEVICES FOR REDUCED SPEED ZONE AT A SCHOOL CROSSWALK 2 LANES-2 WAY TRAFFIC (45 MPH OR GREATER) (MIDBLOCK OR ON THRU STREET AT AN INTERSECTION)



5. TRAFFIC CONTROL DEVICES FOR A SCHOOL CROSSWALK WITHOUT A SPEED REDUCTION (2 LANE-2 WAY TRAFFIC)



APPROACH SPEED MPH	DISTANCE IN FEET	
	A	B
25 or Less	200'	100' Min.
26 To 35	250'	100' Min.
36 To 45	300'	100'
46 To 55	325'	125'

SCHOOL CROSSWALK
Midblock crosswalks shall be a minimum of 10'.
See Index No. 17346.

LAST REVISION
01/01/12

DESCRIPTION:

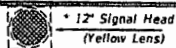


FDOT DESIGN STANDARDS
2013

SCHOOL SIGNS & MARKINGS

INDEX NO.
17344

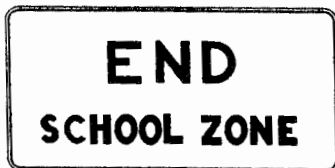
SHEET NO.
2



FTP-31-06

OVERHEAD STANDARD

* Flashing Beacon May Be Placed Within Or Below Panel



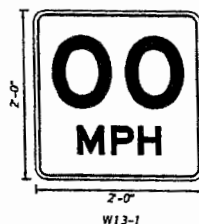
FTP-32-06



FTP-38-06



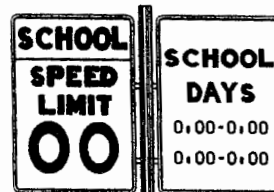
FTP-33-06



W13-1



S4-5

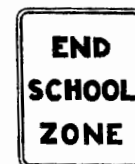


FTP-35-06

FTP-30-06



S1-1



FTP-34-06



W16-7



W16-9P

12" Signal Head (Yellow Lens)



S5-1

Ground Mount Standard



S3-1

Notes:

1. Standard size signs should be used whenever possible. Minimum sizes may be used only on low volume, low speed (less than 35 mph) streets. Special sizes should be used on expressway facilities where special emphasis is needed.
2. The value of the actual school zone speed limit shall be determined by the District Traffic Operations Engineer in cooperation with local school superintendents. In no case shall it be less than the 15 mph min. as set by law.
3. See Index No. 17355 for sign details.
4. When fluorescent yellow-green background color is used, a systematic approach featuring one background color within a zone or area should be used. The mixing of standard yellow and fluorescent yellow green background within a zone should be avoided.

Note:

Existing ground mount school speed limit signs utilizing a single 8" min. size beacon or two 6" min. size beacons inside the sign border are considered meeting the standard. However, replacement or upgrading of these school speed limit signs shall conform to the above standard. Numerical speed limit displayed shall be established by appropriate regulatory authorities.

LAST
REVISION
07/01/09

DESCRIPTION:



FDOT DESIGN STANDARDS
2013

SCHOOL SIGNS & MARKINGS

INDEX
NO.
17344

SHEET
NO.
6

PORT ORANGE POLICE DEPARTMENT

TRAFFIC UNIT



SIGN SURVEY

**Sugarmill School Zone
(1101 Charles St.)**

Port Orange Police Department

Roadway Sign / Alteration Request

Complainant / Requestor: Sgt. Braddock

Date: 07-06-15

Address: 1101 Charles St.

Phone: 386-506-5840

Location: Sugarmill Elementary School Zone

Narrative of Request / Description of Signage: As requested, I have researched the school zone signage compliance within the Sugarmill Elementary (1101 Charles St.) school zone. Upon contact with John Cheney of Volusia County Traffic Engineering, I was informed that the maintenance and replacement of the school zone roadway signs and markings are the responsibility of the City of Port Orange upon the city roadways. This information was confirmed upon contact with Erik Repyneck of the Port Orange Sign Shop. The school zone in question covers the area of Charles St. approximately from 5th St, west to McDonald Rd. and North on McDonald Rd. from Old Sugarmill Rd. to approximately 200ft west of Sauls Rd.

All of the school zone signage and standards within the County of Volusia and City of Port Orange follow the requirements set forth in the Manual of Uniform Control Devices (MUTCD) and the FDOT Design Standards Index (section #17344).

Upon initial inspection, the school zone signs appear to be clean, clearly visible from any foliage or obstructions, and up to date on city inspections. The signs and markings also appear to have minimal wear, including their retro-reflective capability.

ENTRY SIGNAGE

The three (3) entry points into the school zone have proper single lane pavement markings indicating (SCHOOL) and are over the minimum 100ft from the flashing signals ahead. These pavement markings are within compliance of the FDOT Design Standards index. Beyond the pavement markings are fixed ground mount flashing amber signal heads (MUTCD S5-1) with a "Speeding Fines Doubled" ([FTP 38-06](#)) and "School Speed Limit 15 when Flashing" properly attached to the ground mount base post. The signage and flashing signal heads are within compliance with the Manual of Uniform Traffic Control Devices (MUTCD) and distances with the DOT Standards.

CROSSWALKS

Within the school zone you will find four (4) marked crosswalks. At the Madeline Ave. / Sauls Rd. intersection there are two (2) crosswalks. One for north and south Madeline Ave, and one for east and west Sauls Rd. Both crosswalks are properly marked with the minimum 10' markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). Furthermore, this crosswalk has a designated Volusia County crossing guard, to cross children and pedestrians during the school zone hours. There are also two crosswalks within the intersection of McDonald Rd. and Charles St. One crosswalk designated for north and south Charles St. and one for the east and west McDonald Rd. Both crosswalks are properly marked with the minimum 10'

markings on the roadway and each direction has the mandatory yellow retro-reflective crosswalk signage (MUTCD S1-1) and attached arrow sign pointing to the crosswalk (MUTCD W16-7). Furthermore, this crosswalk has a designated Volusia County crossing guard, to cross children and pedestrians during the school zone hours.

INTERIOR SIGNAGE

Along McDonald St. there are the following clearly visible school zone signs. While traveling north to south on Madeline Ave/McDonald St. there is an additional "SCHOOL" FDOT compliant pavement marking in the roadway, prior to the Charles St. crosswalks. Located in the grassed right of way west of the pavement marking, there is an additional yellow retro-reflective crosswalk ahead signage (MUTCD S1-1). When traveling both north and south on McDonald St, just north of the Nixon St. intersection, there are additional school zone signs for both lanes of traffic. These signs are the "School Zone Speed Limit" ([FTP 35-06](#)) and attached are the school times sign ([FTP 30-06](#)). These signs are visible and free from any obstructions, Furthermore, were erected on 11/18/2009 by the City of Port Orange for additional visibility beyond the requirements of FDOT Design Standard index. All school zone markings and signage are visible from one to the next without obstruction.

Along Charles St. there are while traveling east to west, there are three (3) additional (S1-1) school zone crossing signs posted, which are visible from one to the next and free from any visible obstructions.

When exiting the school zone from any egress point, there are "End School Zone" signs (FTP 32-06) posted within proper proximity of the entry/exit.

FINDINGS

The outcome of my study clearly indicates that the roadway markings and signage within the Sugarmill Elementary School school zone are within the outlined regulations set forth by the Manual of Uniform Traffic Control Devices and the FDOT Design Standards Index section 17334. Furthermore, the City of Port Orange has installed additional signage in the designated school zone for extra visibility beyond the basic FDOT regulations. All signs are visible and clear of debris and in proper working condition. When traveling throughout the school zone, the amount of signage continuously informs the motorists of the school zone without any visual obstructions.

Furthermore, the extra daily staffing in the school zone by the Volusia County crossing guards and the Port Orange Police Department increase the safety of the students traversing the area during the school zone hours. Statistically, the above school zone has below average speeding violations and lack of any crashes involving pedestrians due to the above findings.

++ See attachments regarding a visual description of above signs and school zone roadway characteristics.

Traffic Survey Completed: YES **By:** Ofc. Joshua Eddy #3494

Traffic Survey Results:
See findings above.

Solution / Request: No action is requested to be taken. All signage in the school zone is within or above compliance.

Approve/ Oppose: Sgt. S. Braddock, via sign survey

Staffing Meeting Comments: _____

Director Gerald M. Monahan, Jr. **Date** **Comment:** _____

City Manager, David Harden **Date** **Comment:** _____

Final Disposition: _____

By: _____ **Date:** _____

RETURN TO TRAFFIC UNIT AT PD FOR FILE AND DISPOSITION



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: Edward Utter - Maintenance on Service Drive behind 714 Normandy Blvd.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

SUMMARY: Email from Mr. Utter reads: "Please include my request to have a hearing on Tuesday evening with members of the City-Council to discuss the "service drive" behind my property at 714 Normandy Blvd in Port Orange. This drive was probably installed when the addition was built (approximately 1975) and to my knowledge has never had any maintenance. It was deemed to be an "easement", but has been constantly used by various service and postal vehicles since that time."

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Utter request and documents	Utter materials.pdf
2.	Memo from Right of Way Agent	Memo from Right of Way Agent July 2015.pdf
3.	Commonwealth Mobile Home Park Google Earth	GoogleEarthAerialView.pdf
4.	Commonwealth Subdivision Plat Map	First Addition MB 29 PG 47_annotated for NormandyBlvd.pdf
5.	Annotated Map with Normandy Blvd	Plat Map CommonwealthFirst Addition MB 29 PG 47+ Normandy.pdf

Fenwick, Robin
Harden, David
Johnson, Linda
Adumuah, Branford
Harden, David

Created/Initiated - 07/07/2015
Approved - 07/07/2015
Approved - 07/14/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

July 10, 2015

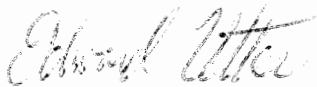
To: Robin L Fenwick,CMC
City Clerk

Dear Ms Fenwick:

I am enclosing my original Citizen Sign-Up Sheet with letter attachment, pictures of the service drive in question, a copy of my warranty deed and my owner's policy of title insurance obtained when I purchased the property in 1999. I also have enclosed the initial response from the office of Linda Johnson.

I appreciate the opportunity to speak at the Council Board meeting on Tuesday evening, July 21, 2015 at 6:30 pm.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edward Utter".

Edward Utter

1000 City Center Circle, Port Orange Florida

386-506-5500

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Entry Detail: Normandy Boulevard

Reason: Street Conditions
Created On: Monday, June 22, 2015, 10:26 am
Created By: Not Recorded
E-mail: Not Recorded
Phone:
Address: Normandy Boulevard, Port Orange, FL
Resident Description: Mr. Utter, 714 Normandy Blvd, 756-4493, service road behind home is in bad condition (see pictures attached). Requesting City repair.
Admin Description: Monday, June 22, 2015, 10:33 am: kcockcroft
 Contacted Linda Johnson - "service road" is actually a 5 foot easement within privately owned lots - not a public road. I phoned and emailed the information to Mr. Utter. kc
 Tuesday, June 30, 2015, 3:54 pm: nmandt
 Pictures and the Citizen Sign-Up Sheet, that Edward Utter submitted, was sent back to Karen Mead of Human Resources (neighbor of Edward) per resident's request. 6/30/15
 Tuesday, June 30, 2015, 3:56 pm: nmandt
 Phone number to contact Linda Johnson, City Right of Way Agent, at City of Port Orange is 386-506-5755.
Current Status: Completed
Status Updated: Monday, June 22, 2015, 10:38 am
Closing Notes: Service road is private and is actually part of a 5 foot wide easement within privately owned lots.
Tracking Code: 20150622FGHP
Map: [Click here to open map](#)
Files/Photos: [_1434983455.pdf](#)
[_1434983431.pdf](#)

Select from the options below to customize the display of your lists.

Department: Public Works List all
Assigned to:
Show Columns:
☒ Address
 ☐ Code
 ☒ Modified
 ☒ Created
 ☒ Status
 ☐ Files
☒ Dept
 ☐ Assigned
 ☒ Time
 ☐ Reinspect
Order Rows by: Date Created Descending Ascending
Apply to List

10 Open Entries

Jump to:
[Open Entries](#)
[In Progress Entries](#)
[Completed Entries](#)

Reason

Address

Created

Modified

Time

Status

Department

Assigned To

chutchison@port-

Important Numbers

Main Number
 386-506-5500

Customer

CITY OF PORT ORANGE

CITIZEN SIGN-UP SHEET

NON-AGENDA ITEMS

Dear Citizen:

If you wish to appear before the City Council this evening to speak about any issue **NOT ON THE PRINTED AGENDA**, you may do so during the **CITIZEN PARTICIPATION** portion of the meeting.

Please complete the form below and present it to the City Clerk prior to the meeting. If you have already discussed the issue with City officials, please list those City Staff members with whom you have talked.

Thank you.

Mayor Allen Green
Port Orange City Council

PLEASE PRINT

DATE: June 17, 2016

NAME: EDWARD L. UTTER

ADDRESS: 574 GAY IN THE WOOD, PORT ORANGE, FL 32129

TELEPHONE NUMBER: (352) 750-4443

TOPIC OF DISCUSSION: DRIVING OR SERVICE DRIVE LOCATED AT 704

NORMANDY BLVD WHERE I HAVE RESIDED/OWNED FOR THE PAST
16 YEARS. THIS SERVICE DRIVE HAS BEEN USED BY COMMERCIAL VEHICLES
AND IS BADLY NEEDED FOR REPAIR

STAFF MEMBER(S) WITH WHOM YOU TALKED: _____

ATTACHMENT TO CITIZEN SIGN-UP SHEET DATED JUNE 17, 2015

I am attaching pictures of the service drive running behind my property and others on Normandy Blvd and residents on Marshall Circle. I purchased this property in June of 1999 and there has not been any improvements to this service drive during this period. The service drive has been used by commercial vehicles (UPS, Fed X, repair and postal) over the years and has deteriorated extensively during this time.

I am attaching pictures of this service drive taken today and numbered one (1) through six(6) that identifies the conditions of which I speak.

1. postal truck going east on drive
2. picture taken looking east from the back of my carport
3. close-up of above picture showing fill in of sand and gravel mixture
4. picture of drive looking west from near orange avenue
5. further close-up of above picture looking west
6. picture reflecting sand and grit that is constantly being tracked onto car-port

As a responsible tax paying property owner, I would request that the city of Port Orange repave this service drive so that uniform and esthetic appearances can be obtained.

Sincerely,







Columbia Title Research Corporation

200 Forest Lake Blvd. Suite 1

Daytona Beach, Florida 32119

Telephone: (904) 756-1000

Facsimile: (904) 756-1108

Copy

June 22, 1999

IMPORTANT!!!

THIS POLICY IS VALUABLE

KEEP IT IN A SAFE PLACE

IF YOU SELL:

You May Be Required To Furnish A New Title Policy For Your Buyer. We Can Quickly Update From This Policy And Help You Avoid Unnecessary Delay In Closing Your Sale. For Particulars, Contact This Office When Your Property Is LISTED For Sale *OR* Require Your Real Estate Professional To Contact Us.

IF YOU MAKE A MORTGAGE:

Most Lenders Require A New Title Policy Each Time A Mortgage Is Made. We Can Reissue From This Policy And You Will Receive A Reissue Rate Credit.* Contact This Office BEFORE Making Your Loan Application For Particulars. Be Sure To Tell Your Lender Or Mortgage Broker To Use Columbia Title. *You Do Have A Choice!*

Mr. and Mrs. Edward L. Utter
12070 Pebblebrooke Ct.
Indianapolis, IN 46236-8944

Re: Robinson s/t Utter; CTRC File No.: 99-2158.

Relative to the above referenced transaction, enclosed are the documents shown below:

* Deed recorded in Official Records Book 4443, page 3775.

* Owners Title Insurance Policy No.: OP-9-1150-1116.

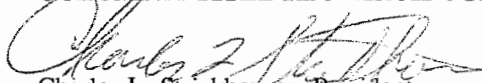
We appreciate the opportunity to provide title services to you and it is our hope that your transaction was dealt with to your satisfaction. Columbia Title Research Corporation cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis.

Our commitment to customer service begins by thoughtfully and carefully choosing the best staff to serve you, our valued customer. It does not end until you are completely satisfied. In the future we hope you will choose Columbia Title Research Corporation to serve you in all of your real estate transactions.

If you have any questions or if we can be of further service, please do not hesitate to call us at (904) 756-1000.

Cordially,

COLUMBIA TITLE RESEARCH CORPORATION


Charles L. Strickhouser, President
Florida Licensed Title Agent

* Subject to Florida Department of Insurance Regulations.

This Warranty Deed

06/07/1999 14:02
Doc stamps 311.50
(Transfer Amt \$ 44500)
Instrument # 99119324
Book: 4443
Page: 3775

Made this 4th day of June A.D. 19 99
by William Jay Robinson and Mary Lou
Robinson, husband and wife, as Tenants by the
Entireties, with Right of Survivorship

hereinafter called the grantor, to

Edward L. Utter and Yvonne E. Utter,
husband and wife & Mark Edward Utter, Joni
Gail Anderson, Elaine Rene McDowell, Daniel Ralph
whose post office address is: Utter & James Michael Utter, all as Joint Tenants with
12070 Pebblebrook Ct. Rights of Survivorship, and not as tenants in
Indianapolis, IN 46236-8944 common.

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee, all that certain land situate in Volusia
County, Florida, viz:

**See Schedule A attached hereto and by this reference made a part
hereof.**

**SUBJECT TO covenants, restrictions, easements of record and taxes for
the current year.**

Parcel Identification Number: 6315-00-00-0096

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is
free of all encumbrances except taxes accruing subsequent to December 31, 19 98

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in our presence:

Name: CANDACE S. GENT

Name: DENISE E. GROODY

Name: _____

Name: _____

Name & Address: William Jay Robinson LS

Name & Address: Mary Lou Robinson LS

Name & Address: _____ LS

Name & Address: _____ LS

State of **Florida**
County of **Volusia**

The foregoing instrument was acknowledged before me this 4th day of June , 19 99 ,
by

William Jay Robinson and Mary Lou Robinson, husband and wife, and as

Schedule A

That portion of the NE 1/4 of the NW 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Begin at the Southeast corner of Lot 83, Block 11, COMMONWEALTH MOBILE ESTATES, FIRST ADDITION, according to the plat thereof recorded in Map Book 29, Page 47, Public Records of Volusia County, Florida; thence Southerly along the extension South of the Easterly line of Lot 83, a distance of 110 feet more or less, to the South line of said NE 1/4 of the NW 1/4 of Section 15; thence Westerly along said line, a distance of 57 feet to a point; thence Northerly a distance of 110 feet more or less to the Southwest corner of Lot 83; thence Easterly along the South line of Lot 83, a distance of 57 feet to the Point of Beginning.

copy

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY 10-17-92 (Florida Modified)

POLICY NO.

OP-9-1150-1116

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

**AMERICAN PIONEER
TITLE INSURANCE COMPANY**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, AMERICAN PIONEER TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

Columbia Title Research Corp.
200 Forest Lake Blvd.
Daytona Beach, FL 32119



AMERICAN PIONEER TITLE INSURANCE COMPANY

By:

Ray W. Lacerte
President

Attest:

George P. Daniels
Secretary

OWNERS FORM

COUNTY CODE 74	STATE ABBREVIATION FL	SCHEDULE A		COMMITMENT# CM-1-1150-2275
AGENCY OR BRANCH FILE NUMBER 99-2158	AGENCY OR BRANCH ID NUMBER 1150	REINSURANCE NUMBER	SIMULTANEOUS NUMBER	
POLICY NUMBER OP-9-1150-1116 American Pioneer Title Insurance Company		DATE OF POLICY June 9, 1999 @ 02:32:00 PM		AMOUNT OF INSURANCE \$44,500.00

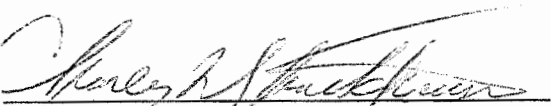
1. Name of Insured:
Edward L. Utter and Yvonne E. Utter, husband and wife & Mark Edward Utter, Joni Gail Anderson, Elaine Rene McDowell, Daniel Ralph Utter & James Michael Utter, all as Joint Tenants with Rights of Survivorship, and not as tenants in common

2. The estate or interest in the land described herein and which is covered by this policy is:
Fee Simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land referred to in this policy is described as follows:

That portion of the NE 1/4 of the NW 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Begin at the Southeast corner of Lot 83, Block 11, COMMONWEALTH MOBILE ESTATES, FIRST ADDITION, according to the plat thereof recorded in Map Book 29, Page 47, Public Records of Volusia County, Florida; thence Southerly along the extension South of the Easterly line of Lot 83, a distance of 110 feet more or less, to the South line of said NE 1/4 of the NW 1/4 of Section 15; thence Westerly along said line, a distance of 57 feet to a point; thence Northerly a distance of 110 feet more or less to the Southwest corner of Lot 83; thence Easterly along the South line of Lot 83, a distance of 57 feet to the Point of Beginning.


 Countersigned Authorized Signatory

Issued by:
 Columbia Title Research Corp.
 200 Forest Lake Blvd.
 Daytona Beach, FL 32119

This Policy valid only if Schedule B is attached

OWNERS FORM

Commitment Number: CM-1-1150-2275
FILE NO: 99-2158

SCHEDULE B

Policy Number: **OP-9-1150-1116**

This policy does not insure against loss or damage by reason of the following exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) Taxes or special assessments which are not shown as existing liens by the public records.
- (5) Taxes and assessments for the year **1999** and subsequent years., not yet due and payable.

Parcel No.: 6315-00-00-0096

6. Liens for unpaid connection or service charges for utilities servicing the premises and for special assessments, if any.

7. Zoning and governmental regulations.

8. Subject to a 12 foot easement along the rear lot line as created by that certain deed recorded in Official Records Book 1363, Page 354, Public Records of Volusia County, Florida.

9. The Policy shall not insure any mobile home, housetrailer or vehicle intended for habitation standing on the premises.

10. Subject to any motor vehicle or personal property taxes applicable to the motor home located on the premises.

Exception Item 1 is hereby deleted from said Policy.

NOTE: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

☐ Original

☐ Home Office Copy

☐ Agent's Copy

☐ Plant Copy

CONDITIONS AND STIPULATIONS - CONTINUED

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule [A] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Wherever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

(This paragraph was modified for Florida policies.)

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between Company and the insured arising out of or relating to this policy, and service of Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date

Mr. Edward Utter lives at 714 Normandy Boulevard. He has requested consideration by the Right of Way Agent, on behalf of the City to designate the easement area as a service road.

The attached plat map of Commonwealth Mobile Homes shows the subdivision (approved by the City in 1968) with public streets and 5-ft. utility easements along the back of lots; 10-ft. total width with combined, common lot lines. Those areas have been utilized by electric, telephone, and sanitary sewer services.

The homes throughout the Commonwealth development have been oriented for driveway access off these utility easements. Mr. Utter advises that the US Post Office mail truck, FedEx, UPS deliveries also use these easement areas as alley ways.

The eight (8) homes shown as aerial overlay in the bottom left corner of the plat map are not a part of the Commonwealth subdivision. These properties were conveyed by metes and bounds descriptions. (See Warranty Deed, OR Book 4443, Pages 3775-3776 to Mr. Utter and others). To my knowledge, those 8 properties do not have the 5-ft. wide utility easement within their properties.

Also provided here is a Google Earth photo image looking west (toward the FEC Railroad) from Orange Avenue down the utility easement. These utility easement areas were paved a long time ago. Public Utilities staff advises that the paving was not done as part of the sanitary sewer service installations. As a side note, the potable water lines are all located within the public streets.

July 14, 2015

Linda D Johnson ACP, R/W-NAC*
Right of Way Agent
Fla. Real Estate Lic. SL3213005
[✉:Ljohnson@port-orange.org](mailto:Ljohnson@port-orange.org)

CITY OF PORT ORANGE

Public Utilities Department
1000 City Center Circle · Port Orange, FL 32129-4144
☎: 386.506.5755 📠: 386.756.5370

*International Right of Way Association, Member-Certified

Commonwealth MHP

Normandy Blvd on the South
Niver Street on the North
FEC Railroad on the west
Subject area is west of Orange Ave.

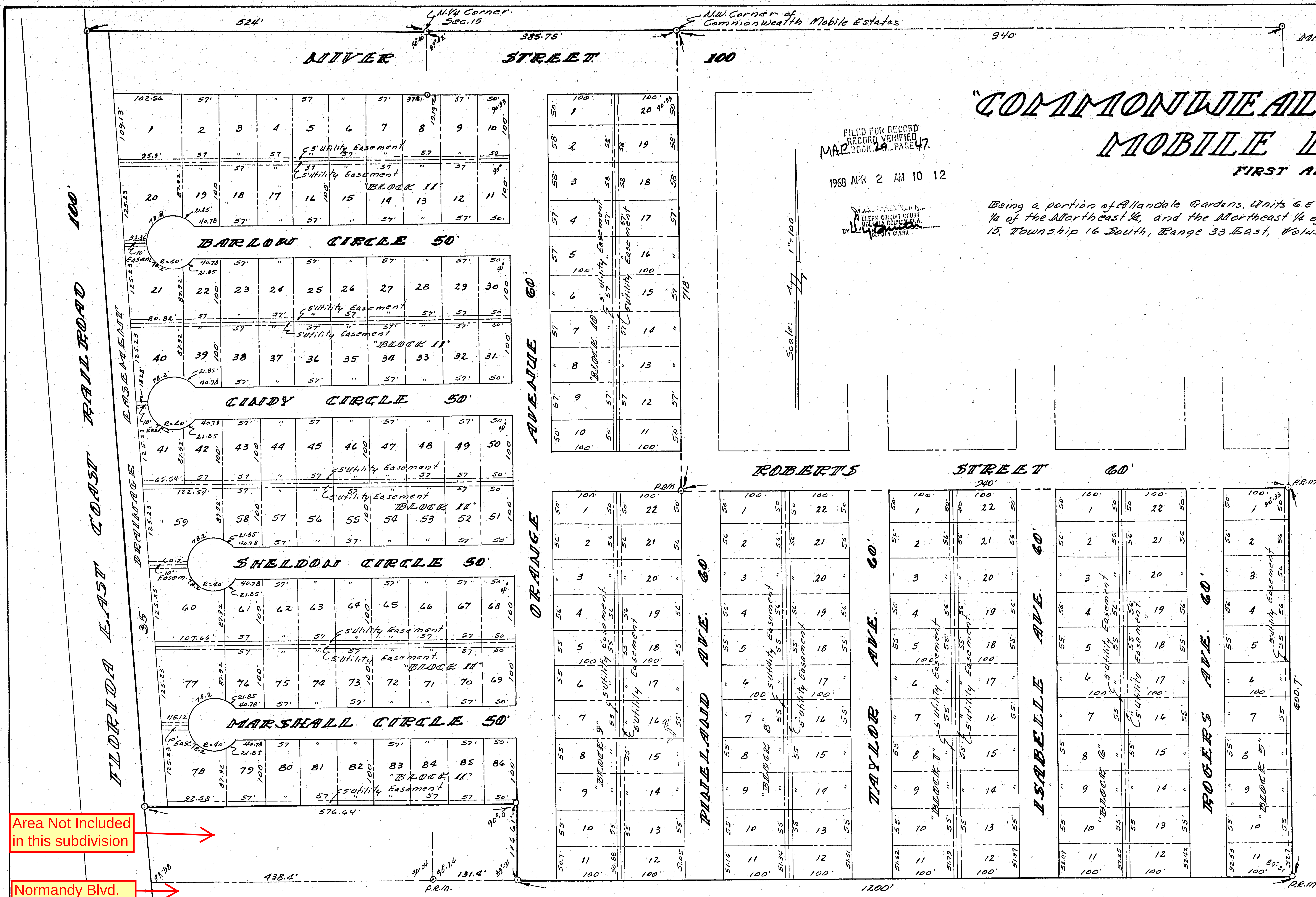
Legend



Google earth

© 2015 Google

300 ft



CERTIFICATE:
This is to certify the plat delineated hereon is a true and correct representation of the land surveyed, and that permanent reference monuments have been placed in conformance with the survey laws of the State of Florida.

13 February, 1968

Walter E. Foster Jr.
Registered Surveyor No. 7118

STATE OF FLORIDA
COUNTY OF VOLUSIA ss. We, Robert H. Mohr and Douglas J. Clark, as president and secretary respectively of R. P. C. Builders, Inc., a Florida Corporation, do hereby certify that we are the owners of that portion of the North West 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows:
Begin at the NW corner of the North line of Section 15, being a corner common to Units 6 and 7, of Allandale Gardens, of record in Map Book 11, Page 82, Public Records of Volusia County, Florida; thence East along said North line of Section 15, a distance of 385.75' to the North West corner of Commonwealth Mobile Estates, of record in Map Book 36, Page 111, Public Records of Volusia County, Florida; thence South along the west line of Commonwealth Mobile Estates a distance of 718.0' to the Southwest corner thereof; thence East along the South line of Commonwealth Mobile Estates, a distance of 940' to the Southeast corner thereof; thence South along the East line of the NW 1/4 of the NE 1/4 of Section 15, a distance of 600.7' to the Southeast corner thereof; thence West along the South line of the NW 1/4 of the NE 1/4 of Section 15, a distance of 1200' to a point; thence North and parallel to the east line of the NW 1/4 of the NE 1/4 of Section 15, a distance of 116.4' to a point; thence West and at right angles to last described line, a distance of 576.64' to the Easterly line of the Florida East Coast Railroad; thence Northerly along said East line, a distance of 576.64' to the North line of Section 15; thence East along said North line of Section 15, a distance of 524' to the Point of Beginning.

We further certify that we have caused a survey and replat to be made of said land as shown hereon, and which is correct to the best of my knowledge and belief. We do dedicate all streets, drives and thoroughfares to the use of the Public forever, and the easements to their prescribed uses, and do hereby file this plat for Public Records.

Robert H. Mohr
Robert H. Mohr, Pres.

Douglas J. Clark
Douglas J. Clark, Sec.

Witness
as to both

Walter E. Foster Jr.

STATE OF FLORIDA
COUNTY OF VOLUSIA ss. On this day personally appeared before me, a Notary Public in the State of Florida, Robert H. Mohr and Douglas J. Clark, to me well known and known by me to be the persons who executed the foregoing instrument as President and Secretary respectively of R. P. C. Builders, Inc., a Florida Corporation, and who did severally acknowledge before me that they executed the same as and for and in behalf of said corporation, as its act and deed, and for the purposes therein expressed.

In witness whereof I have hereunto set my hand and official seal on this 13th day of February, A.D. 1968.

Walter E. Foster Jr.
Notary Public

My Commission Expires: April 28, 1969

APPROVED AND ACCEPTED BY THE CITY OF PORT ORANGE, FLORIDA,
ON THIS 13th DAY OF February, A.D. 1968.

ATTEST: *William E. Williams*
MAYOR

Serge P. Hunt
CLERK



"COMMONWEALTH MOBILE ESTATES" FIRST ADDITION

Being a portion of Allandale Gardens, Units 6 & 7, and being in the Northwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida.

CERTIFICATE:
This is to certify the plat delineated hereon is a true and correct representation of the land surveyed, and that permanent reference monuments have been placed in conformance with the survey laws of the State of Florida.

13 February, 1968

Walter E. Foster Jr.
Registered Surveyor No. 118

STATE OF FLORIDA
COUNTY OF VOLUSIA SS We, Robert H. Mohr and Douglas J. Clark, as president and secretary respectively of R.H.C. Builders, Inc., a Florida Corporation, do hereby certify that we are the owners of that portion of the North West 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows:
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We further certify that we have caused a survey and replat to be made of said land as shown hereon, and which is correct to the best of my knowledge and belief. We do dedicate all streets, drives and thoroughfares to the use of the Public forever, and the easements to their prescribed uses, and do hereby file this plat for Public Records.

Robert H. Mohr
Robert H. Mohr, Pres.

Douglas J. Clark
Douglas J. Clark, Sec.

Witness
as to both

Walter E. Foster Jr.

STATE OF FLORIDA
COUNTY OF VOLUSIA SS On this day personally appeared before me, a Notary Public in the State of Florida, Robert H. Mohr and Douglas J. Clark, to me well known and known by me to be the persons who executed the foregoing instrument as President and Secretary respectively of R.H.C. Builders, Inc., a Florida Corporation, and who did severally acknowledge before me that they executed the same as and for and in behalf of said corporation, as its act and deed, and for the purposes therein expressed.

In witness whereof I have hereunto set my hand and official seal on this 13th day of February, A.D. 1968.

Walter E. Foster Jr.
Notary Public

My Commission Expires: April 28, 1969

APPROVED AND ACCEPTED BY THE CITY OF PORT ORANGE, FLORIDA, ON THIS 13th DAY OF February, A.D. 1968.

ATTEST: *William E. Williams*
MAYOR

Serge P. Hunt
CLERK

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JULY 7, 2015

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-8 - Amending the General Employees Retirement System

Mayor Green read Ordinance No. 2015-8.

ORDINANCE NO. 2015-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE VI, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, AMENDING SECTION 54-175, CITY OF PORT ORANGE DEFINED CONTRIBUTION RETIREMENT PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING RIGHTS OF SEPARATED EMPLOYEES NOT AFFECTED; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-8 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

5. Second Reading – Ordinance No. 2015-24 - Amending Land Development Code, Building Height and Uses in the Light Industrial (LI) District

Mayor Green read Ordinance NO. 2015-24.

ORDINANCE NO. 2015-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17 RELATING TO PERMITTED USES AND INCREASING THE MAXIMUM BUILDING HEIGHT FOR THE LIGHT INDUSTRIAL (LI) DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-24 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

Council agreed to move the YMCA Annual Report up on the agenda.

Council recessed at 6:42 p.m. to hold the Port Orange Property Development, Inc. Special Meeting, minutes of which include items #6 and #7 and are under separate cover.

Reconvened as City Council at 6:45 p.m.

AGENDA APPROVAL

Items pulled: 22, 24 (a), 24 (b), and 24 (c).

Motion to approve as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

8. Port Orange/South Daytona Chamber of Commerce Quarterly Report

Debbie Connors, Executive Director, provided the quarterly report for the Chamber.

Councilman Ford would like to meet with the Chamber in the fall to discuss ideas for business activity on Ridgewood Avenue.

9. YMCA Annual Report

John Meneough, CVO, provided a summary of the Port Orange YMCA activities over the past year. Their membership is up 600 since last year. More than \$220,000 in scholarships has been given out to those in need.

Joe Capece, introduced himself and provided his background information.

Councilman Burnette was concerned that membership is down about 10% from last year to date. Mr. Meneough advised that a lot of those members are switching to insurance covered memberships, which is paid on a usage basis rather than flat rate.

Councilman Ford thanked the YMCA for their community support.

Motion to move item #26 up on the agenda was made by Councilman Burnette, and Seconded by Councilman Ford.

CITIZEN PARTICIPATION (Agenda)

10. Marine Discovery Center Executive Director Chad Truxall (rescheduled from June 16, 2015)

Chad Truxall, Executive Director, presented the 2014 annual report for the Marine Discovery Center.

Mayor Green and Council Members thanked him for the work done at the Marine Discovery Center.

11. John Cunningham - Leak/Water Bill issue

Mary Ann Cunningham provided details of the issues they are having with their water bill after a leak.

Mayor Green believes they are responsible for the bill but would work with them.

Councilman Stitlner agreed to a payment plan.

Vice Mayor Bastian would like to waive the sewage. Mayor Green advised that it has already been adjusted. He agreed to a payment plan.

Councilman Burnette would like to see a long term payment plan so that the City is made whole but the homeowners are a little relieved.

Councilman Ford would like a policy for help when there is an accident to no fault of the homeowner and it was remedied in a reasonable time. He recommended a 50% reduction.

Motion for a 50% reduction of the bill was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion failed 2-3, after no public comments, with Councilmen Ford and Burnette and Mayor Green voting no.

Motion to amortize the bill over 24 months was made by Councilman Burnette, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote after no public comments.

12. City Center Market - Kelli Marks

Kelli Marks advised Council she has gone from 52 vendors down to 10. She asked Council to waive the rent for the summer.

Councilman Ford agreed to waive the rent for the summer.

Councilman Burnette is willing to help with July, August, and September. He suggested using the old Police Department building or somewhere more visible.

Vice Mayor Bastian agreed to provide help.

Councilman Stiltner believes it is a seasonal activity.

Motion to adjust the rent to \$10 during July, August, and September was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried 4-1 by roll call vote with Mayor Green voting no.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ted Nofall, citizen, addressed Council regarding Riverwalk and who is negotiating on behalf of the citizens of Port Orange.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Ford asked that the City Manager send a letter to the County protesting the use of septic tanks at the new campground to be built on Rose Bay.

Motion to send a letter to the County protesting the septic tanks at the new campground to be built on Rose Bay was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Mr. Nofall disagreed with Council getting involved with the property owner's plans for his property.

Motion carried unanimously by roll call vote.

Ms. Roberts suggested cost participation with the sewer system. Mayor Green advised that it was discussed at the Roundtable Meeting.

Councilman Ford asked the City Manager to look into working with Brighthouse for Wi-Fi in City parks.

Councilman Burnette thanked Staff for their work on the 4th of July. He suggested adding patriotic music during the fireworks. He suggested that we play music over the City Center speakers during the fireworks display. He suggested that the August 4 meeting starting time be moved back to 7:15 to allow Council participation in the Night Out Against Crime event.

Motion to change meeting time to 7:15 p.m. on August 4, 2015 was made by Councilman Burnette, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

Councilman Bastian also complemented staff on the July 4th festivities. In addition he complimented Public Works regarding the progress made in getting the walk lights on Dunlawton working. He asked for the status of the RFSQ for insurance brokerage. Mr. Harden said it is in the process.

Councilman Stiltner asked Council to think about the increasing costs of health care. He also thanked Parks & Recreation Staff and all Staff for July 4th activities. He believes advertisement for the restaurant opportunity at Cypress Head should be wider. The City Manager will contact Bob Davis with the Hotel and Motel association to reach restaurant operators around the county. He expressed concern about the specification for the Reclinata Palms to be placed on Dunlawton. He recommended that Staff specify 16 feet overall height instead of 16 feet clear trunk.

Motion to switch to 16' overall height Reclinata Palm trees was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote, with Mayor Green voting no.

Mayor Green asked for the status of the after-hours phone service. He doesn't agree with the current plan of Riverwalk. He is concerned that recreational elements are making the park less suitable for staging events. Councilman Burnette asked for an agenda item to discuss phase 1B. Mr. Harden will add it to July 21, 2015.

14. Designation of Voting Delegate for the Florida League of Cities Conference

Mayor Green asked for a volunteer.

Motion to delegate Councilman Burnette and authorize his attendance was made by Councilman Stiltner, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

I. CONSENT AGENDA

15. Approval of Minutes

- a. June 16, 2015 - Special City Council Meeting
- b. June 16, 2015 - Regular City Council Meeting
- c. June 30, 2015 - City Council Workshop

16. Resolution No. 15-34 - Volusia ECHO Grant for Riverwalk Park

17. Resolution No. 15-35 - Tree Conservation Easement Vacation, 6057 Spruce Point Circle

18. Resolution No. 15-36 - Budget Appropriations

19. Resolution No. 15-37 - Volusia ECHO Grant to acquire the F.E.C. Train Depot

20. Stormwater Maintenance Progress

21. Major Special Event Request: Volusia-Flagler Family YMCA Sprint Distance Triathlon at Aunt Catfish Restaurant, 4009 Halifax Drive; Panhead's Pizzeria, 4085 Ridgewood Avenue, and Underneath the Dunlawton Bridge
22. Joint Project Agreement with Volusia County for the Crane Lakes Blvd/Taylor Road Traffic Signal
23. Waive Bond requirement for Coleman Goodemote
24. Contract Items
 - a. Change Order No. 1 to the Standard Contract for Services with Sanders Company, Inc.
 - b. Amendment to Landscape Maintenance Contract with Barton & Barton and Waiving of Formal Bid Procedures
 - c. Agreement with Pegasus Engineering, LLC for Design and Permitting Services for Stormwater Improvements in the Sleepy Hollow Area.
 - d. Agreement with Quentin L. Hampton & Associates, Inc. for Design and Permitting Services for Stormwater Improvements: Monroe Street & Virginia Avenue

Motion to approve Consent Agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #22 – Mayor Green expressed concerns regarding the change in plans for the subdivision. He feels a traffic signal is more important in other areas. He believes Berrien Beck should participate in the costs.

Motion to approve was made by Councilman Ford, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote, with Mayor Green voting no.

Item #24(a) – Mr. Gardner expressed concerns with a sole source on the parts being requested. Andy Neff, Public Utilities Director, advised that he has looked into the purchasing of these parts from other vendors but does not recommend it on these pumps.

Motion to approve as presented was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item #24(b) – Ms. Roberts advised of changes to the exhibits.

Motion to approve as amended was
made by Councilman Ford, and
Seconded by Councilman Burnette.

Councilman Burnette asked when the contracts will be re-bid. Branford Adumuah, Public Works Director, advised that he is looking to bid it out later this year but he is working on revisions to the contract. Councilman Burnette is concerned with the capacity being taken on by Barton and Barton. Mr. Adumuah advised Council of his conversations with all of the vendors.

Ms. Roberts advised that a bond is the best protection for the City. Council chose to not require the bonds.

Mr. Nofall asked for an update as to the City contracting out the mowing services being done by City Staff. Mr. Harden advised that it is addressed in the next budget.

Motion carried unanimously by roll call
vote.

Item #24(c) – Mayor Green abstained due to his property being included in the area.

Mr. Gardner asked for a map of the area. Ms. Roberts will provide one.

Phil Klema, citizen, asked if the area will be affected by the modeling. Mr. Harden advised that the modeling to be done is for north of Dunlawton.

Newton White, citizen, believes the widening of Nova Road could have been a good opportunity to have fixed some of the flooding in the area off of Jackson.

Motion to approve was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried 4-
0-1 by roll call vote with Mayor Green
abstaining.

J. REGULAR AGENDA

25. First Reading - Ordinance No. 2015-25 - Residency requirements for Administrative Officials

Mayor Green read Ordinance No. 2015-25.

ORDINANCE NO. 2015-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING THE CODE OF ORDINANCES, SECTION 2-168 RELATING TO THE RESIDENCY REQUIREMENT FOR ADMINISTRATIVE OFFICIALS AND RECOGNIZING FEDERAL AND STATE GOVERNING LAWS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-25
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Mr. Noftall asked if the City Manager is included. Ms. Roberts advised that the City Manager is usually required through their contract.

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

26. Project Pie - Targeted Business Program Incentive Request

Wayne Clark, Community Development Director, advised that the request is for business incentives in the Eastport CRA. The requests are consistent with the Land Development Code. The building has been empty since 2013.

Mayor Green asked if there would be an issue waiving the impact fees. Ms. Roberts said it is not being waived but being paid from other funds. Mr. Clark advised that a specific agreement will come back to Council if they approve the incentives.

Keith Norden, Team Volusia, said the company has been looking for over a year all over the state and have chosen Port Orange to create 40 new jobs.

John Slafkosky, President of Pie Guy, introduced himself and the company he would like to bring to Port Orange. Their products are all natural; no preservatives. The company is based in New Hampshire.

Councilman Stiltner liked the research he did on the company. He would like to see the business come to Port Orange.

Vice Mayor Bastian agreed. He likes the product line.

Councilman Burnette believes this type of business fits Port Orange. He thanked Team Volusia for their efforts recruiting Pie Guy.

Councilman Ford also agreed. He hopes it will succeed.

Mayor Green thanked Mr. Slafkosky for his interest in the City of Port Orange.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

27. Monthly Financial Report through May 2015

Tracey Riehm, Finance Director, provided details from the May 2015 financial report.

Councilman Ford asked how the rate changes have affected the revenues. He would also like Staff to monitor the drainage accounts to ensure drainage revenue is being spent on drainage. He asked about moving toward a single account for the Golf Course reports.

Councilman Burnette is concerned with the lack of impact of revenue from the meter replacement program. Mr. Harden explained that the 2013 revenue was \$100,000 more but included one more billing cycle then.

Councilman Stiltner asked Ms. Riehm to monitor the YMCA funds as their membership is declining.

Mr. Nofall expressed concern about the late information being passed out to the Council. He asked for proper cash reporting and doesn't believe the numbers presented are up to date and current. He asked where the R&R account stands for the golf course. Mr. Harden nor Ms. Riehm understand what is being asked. Mr. Nofall explained the R&R account should show a proper accounting of the repairs and replacements for the golf course based on what was taken in. Mayor Green said they will get back to him.

K. COMMENTS

28. City Attorney Comments

Ms. Roberts updated Council on the tattoo shop with code liens on Ridgewood Avenue. The property was re-assigned prior to default and Staff is working on service. She will provide more information on July 21, 2015 as an agenda item.

She provided a copy of a sample City Manager Contract. She asked for direction on the severance clause when they discuss the contract options on Saturday, July 11, 2015.

29. Interim City Manager Comments

~Gateway sign update

~Temporary position in Finance

Mr. Harden advised Council of the issues with FDOT for the gateway signage on US 1. Alternates were provided. Council asked for additional information relating to costs. They would prefer to keep it in the median.

Mr. Harden requested approval to hire a temporary employee in Finance to assist with the budget process and other duties. Council agreed.

Mr. Harden asked Council for a budget work session on Tuesday, July 14, 2015 to discuss the stormwater budget and possibly the general fund. Council agreed to begin at 5:30 p.m.

L. COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

- a. River to Sea TPO Board – Councilman Ford reported that they discussed the 20-year plan. A presentation will be coming regarding the Sunrail.
- b. YMCA – Report provided earlier in the meeting.
- c. General Employee's Pension Board – Nothing to report.
- d. Library Advisory - Meeting held 7/2/15 – Vice Mayor Bastian reported all is well with the Library.

ADJOURNMENT: 9:30 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL SPECIAL MEETING MINUTES
COUNCIL CHAMBERS, CITY HALL
1000 CITY CENTER CIRCLE
JULY 11, 2015

THE CITY COUNCIL SPECIAL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 9:00 a.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Discussion items:

4. 9:00 a.m. - 9:30 a.m. - Interview with Christopher Rose

Mr. Rose answered questions from Council regarding his skills and abilities. Mr. Rose advised that he has the ability to run an effective staff. He has a high expectation for staff and believes in follow up.

Councilman Burnette asked what his top two priorities are for the City. Mr. Rose believes there are three top priorities: hiring a police chief and an administrative services director; and pass a budget.

Councilman Stiltner asked Mr. Rose how he would exploit the assets of the City to provide more revenue. Mr. Rose would look into new businesses and new places for people to work, for instance, business incubators. He has had success with business incubators in the past.

Councilman Ford asked for details on Mr. Rose's approach to the budget. Mr. Rose believes it is a communication and prioritization issue.

Mayor Green asked Mr. Rose for his experience with labor negotiations and unfunded liability. Mr. Rose advised that his experience with the City of Miami was projecting out the cost effects with labor proposals. He has looked at the City of Port Orange's unfunded liability and would like to work on a plan to decrease the amount over time.

Councilman Ford asked for details regarding contract management. Mr. Rose said it's similar to managing staff. The expectations need to be in writing. It takes communication.

Councilman Burnette asked Mr. Rose to describe his management style. Mr. Rose said laying out expectations clearly and following up often.

Councilman Stiltner asked about partnering with the community. Mr. Rose has had experience in Miami. He believes connecting with homeowner's associations, Chamber of Commerce and other groups is important to find out what their priorities are.

Vice Mayor Bastian asked where he sees Port Orange in five years with Mr. Rose as the City Manager. Mr. Rose believes Port Orange is in a good place with the citizens and believes service is important. He would see Port Orange as it is today with a step up of service.

Mayor Green asked Mr. Rose to discuss his experience with projects similar to Riverwalk. Mr. Rose has not been involved in great detail on projects such as Riverwalk but has been on the project teams.

Vice Mayor Bastian asked Mr. Rose to discuss how he addresses employee morale. Mr. Rose believes awards and recognition can help build employee morale.

Councilman Stiltner asked Mr. Rose how he communicates with citizens who may not agree with his management decisions. Mr. Rose advised that he will protect staff so that they can do their jobs. He understands the position is not a popularity contest. He doesn't believe communication with the Council will be an issue. He will provide all information to Council.

Councilman Burnette asked how he implements new systems and controls. Mr. Rose discussed the audit findings. He believes technology improvements are needed and can help with procedures. Follow up after new systems and controls is key.

Councilman Ford asked what his approach would be to improve the image of Port Orange. Mr. Rose doesn't want limelight and believes the image comes from the Council rather than the City Manager. He believes the image of Port Orange is still good.

Mr. Rose thanked Council for the opportunity. He enjoyed the community reception. Council thanked Mr. Rose for his interest in Port Orange.

5. 9:40 a.m. - 10:10 a.m. - Interview with Randall Dowling

Councilman Stiltner asked Mr. Dowling how he would exploit the assets of the City to provide more revenue. Mr. Dowling would exploit the Riverwalk area, as well as exploit the golf course and review other rate revenues.

Councilman Burnette asked for the three top priorities. Mr. Dowling said he will meet with the Council for their priorities, as well as meet with Staff to discuss their needs. He would complete the budget currently being worked on. He would also work with citizen groups and the Chamber of Commerce.

Councilman Ford asked for Mr. Dowling's approach to budgeting. Mr. Dowling advised that he has a hands-on approach to budgeting. He has over 30 years of budgeting experience within the City/Council Manager's office. He follows up each budget year with accountability from each department's goals.

Vice Mayor Bastian asked how Mr. Dowling would handle the Council if he disagrees with the Council's decision. Mr. Dowling would discuss it with Council privately but would implement the Council's decision no matter what.

Mayor Green asked Mr. Dowling to discuss his approach regarding labor negotiations. Mr. Dowling has had no experience in Georgia but has had dealings previously in Florida.

Vice Mayor Bastian asked where Mr. Dowling sees Port Orange in five years under his direction. Mr. Dowling would see high employee morale, financially sound, plenty of resources. Externally he would see the image of Port Orange being good. He would see Riverwalk development being done.

Councilman Ford asked Mr. Dowling to address the image issues of the City. Mr. Dowling believes communication is the key. He would work with the Chamber of Commerce, as well as retaining Tree City USA and Safe City designations. He would ensure good, positive press is published.

Councilman Burnette asked Mr. Dowling to discuss his time in Gordon County and why he's looking to leave Barrow County after less than two years. Mr. Dowling said he was in Gordon County for almost 12 years and a lot of good things happened during his tenure, including building of parks and other county facilities. The millage rate was reduced. After 12 years, new officials were elected and the Board wanted to alter the form of government with the Department Heads reporting to the Board Members. He was fired because he didn't agree with the direction of the Board. He was hired within two months. He is interested in Port Orange because of the community but believes he has a great job.

Councilman Stiltner asked Mr. Dowling to discuss how he would partner with the community for private-public funding partnerships. He would communicate with the Chamber of Commerce, and have good relationships with the people within the community.

Mayor Green asked if he has experience with full service communities. Mr. Dowling said yes, both Gordon and Barrow Counties are full service.

Councilman Stiltner asked Mr. Dowling to address how he will handle citizens who don't agree with his decisions. Mr. Dowling believes communicating with citizens and providing the full story to the citizens has worked for him in the past.

Councilman Burnette asked for a time Mr. Dowling made a decision and it didn't work out and what he did to fix it. Mr. Dowling explained a situation when he promoted an internal 9-year employee to director. After new facts arose, he was forced to fire the employee.

Councilman Ford asked Mr. Dowling about his approach to contract administration. Mr. Dowling explained the need for a well written contract to begin with, along with clear expectation. Then follow up and accountability.

Vice Mayor Bastian asked for examples of ways to build trust among Council, Staff, and the public. Mr. Dowling advised that he provides an update every two weeks of every project so that Council is always aware. He believes communication to Council and Staff is key to building trust.

Mayor Green asked for his experience regarding community redevelopment agencies. Mr. Dowling said yes, and provided examples.

Mr. Dowling asked Council what they are looking for in a City Manager. Councilman Ford is looking for a manager who can get day to day activities done in an efficient and effective manner. Councilman Burnette wants someone who can plan, organize, lead, and control. Vice Mayor Bastian wants someone progressive who can manage day to day who can communicate with everyone. Councilman Stiltner agreed with all comments of Council and is also looking for someone who fits in with the Council, community, and Staff. Mayor Green agreed with all.

Council thanked Mr. Dowling and he thanked Council.

6. 10:20 a.m. - 10:50 a.m. - Interview with Michael "Jake" Johansson

Councilman Burnette asked Mr. Johansson to discuss his first three priorities. Mr. Johansson would get to know the Staff to find out what their needs are and help to move the organization forward. He would also ensure the emergency management functions are intact and stable. Third, he would work on economic development, including Riverwalk.

Councilman Ford asked Mr. Johansson to discuss staff development and recruitment in key positions. Mr. Johansson explained his leadership which involves a succession plan. He believes in helping staff to grow professionally.

Vice Mayor Bastian asked where he sees Port Orange in five years. Mr. Johansson believes Port Orange is the premier city in Volusia County and he would expect it to remain and exceed current expectations.

Councilman Stiltner asked for details regarding his plans for exploiting City assets to obtain more revenues. Mr. Johansson believes Riverwalk will provide the desire to new citizens as well as businesses that will build revenues. Economic development is key to growing and providing a desirable place to live, work, and play.

Mayor Green asked Mr. Johansson to discuss his experience with wind generation. Mr. Johansson explained a project he is working on with the U.S. Navy, the State of North Carolina, and the State of Virginia. He has effectively used federal grants to bring in solar and wind development.

Councilman Stiltner asked for long term partnerships for the community. Mr. Johansson believes the region needs exposure and is a win for the City because it will bring citizens.

Vice Mayor Bastian asked how he would handle a disagreement with the Council. Mr. Johansson would ensure that Council receives an unbiased and complete explanation and understands the politics involved in votes.

Councilman Ford asked Mr. Johansson to discuss how he ensures projects are complete on time and on budget and how he handles contract administration. Mr. Johansson explained that the contract is most important so that the contractor is held accountable. Staff must monitor the work.

Councilman Burnette asked how internal controls are evaluated and how new ones are put in place when necessary. Mr. Johansson would come forward with a "trust but verify" management style. He would learn the workings and see if barriers need to be removed. He is not a micro-manager.

Mayor Green expressed his concerns with Mr. Johansson learning Florida Laws quickly enough. Mr. Johansson advised that he moved within 2-3 years in the military and must adapt quickly. He works hard to not fail. He has already done a lot of research and is comfortable with the Florida Statutes, especially the Sunshine Law.

Councilman Stiltner asked Mr. Johansson to discuss how he will handle citizens who don't agree with his decisions. Mr. Johansson believes in strategic communications. He sets expectations ahead of time through good communication.

Vice Mayor Bastian asked if there are any areas of improvement within Port Orange specifically with public safety. Mr. Johansson believes in citizen engagement with the police officers. He also believes in community partnerships for emergency management.

Councilman Ford asked Mr. Johansson to discuss what he would bring to the City regarding emergency management. Mr. Johansson believes his network of FEMA contacts would help the City in emergency management planning.

Councilman Burnette asked Mr. Johansson to discuss a time when he made a bad decision and how he corrected it. Mr. Johansson explained an issue with the wind farm project that he had to fix after making the wrong decision.

Mayor Green asked for Mr. Johansson to discuss his skill set with budgets. Mr. Johansson wants the budget items tied to the goals of the Council. He would also like to move the budget process up in the year so communications can happen earlier with Council.

Mr. Johansson asked what Council believes is the biggest issue in Port Orange. Councilman Ford believes it's management and getting from a project idea to completion. Councilman Burnette is looking for a manager who can move the organization forward together. Vice Mayor Bastian wants an effective leader who can move things forward, protect the brand, and do things in a positive manner with good communication. Councilman Stiltner wants a manager who loves the community and can protect the image, as well as development the staff. Mayor Green is looking for a manager who can address the issues and work well with each Council member so that weaknesses are not shown as much.

Council thanked Mr. Johansson for his interest. Mr. Johansson thanked Council.

7. 11:00 a.m. - 11:30 a.m. - Interview with Robin Hayes

Councilman Ford asked Ms. Hayes to discuss her management style regarding contract management. Ms. Hayes explained her process to include accountability and follow up.

Councilman Burnette asked Ms. Hayes what her three top priorities are for the City. She would evaluate the issues with Staff as well as filling the open positions. She would look at immediate issues and create a plan to fix those issues.

Vice Mayor Bastian asked for her thoughts on where Port Orange is now and how she will help it move to the next level. Ms. Hayes sees the City continuing to prosper. She believes there is potential for further growth. She would see a more customer service friendly environment from all employees.

Councilman Stiltner asked how Ms. Hayes would exploit City assets to raise revenues. Ms. Hayes believes there is huge potential in the Eastport CRA to bring businesses into the community. She believes the Riverwalk area will also provide growth.

Mayor Green asked what her strengths and weaknesses are. Ms. Hayes is a planner and an organized person. A weakness is development services.

Councilman Stiltner asked how she would obtain community partnerships. Ms. Hayes would communicate with the community organizations and get feedback. Communication is important.

Vice Mayor Bastian asked how Ms. Hayes would handle a disagreement with Council. Ms. Hayes would speak to Council privately and make sure everyone has all the facts.

Councilman Burnette asked she has handled a time when she made a bad decision and how she dealt with it. Ms. Hayes would first take ownership of the bad decision and then revisit the issue to see how to fix it.

Councilman Ford asked for her strategy on budgeting. Ms. Hayes would review the costs of the employees then the needs of the departments before looking at maintenance needs and training needs for employees. She discusses budget items with department heads and has them prioritize those items.

Councilman Burnette asked how she envisions the role of the Assistant City Manager. Ms. Hayes sees that position as a special projects position.

Vice Mayor Bastian asked where she sees Port Orange in five years. Ms. Hayes would like to see Riverwalk completed, as well as improvement of the Ridgewood Corridor. She believes the CRA areas can be improved.

Councilman Stiltner asked how she will handle communication aspects of citizens who don't approve of her management decisions. She supports the diversity and is open to listen to their concerns. She would need to investigate the issue and request time from the citizens to research it.

Mayor Green asked how she handles labor negotiations. Ms. Hayes is involved with labor negotiations for budgeting at this time. She has had experience on both sides in the past.

Councilman Ford asked what the role of the manager is for the brand of the City. Ms. Hayes is accustomed to working with the media and social media to provide information to the public.

Ms. Hayes asked where the Council sees the City in five years. Councilman Stiltner wants to see Riverwalk move forward, as well as Eastport. He wants to continue to protect the brand of the City and maintain the quality of the services in the City. Vice Mayor Bastian agreed and would like to address infrastructure issues. Councilman Burnette wants all of the parts of the City to work properly. He wants more opportunities in the community so our children come back after college or stay here. Councilman Ford is looking to improve the east side of the City. He is looking for improved stewardship of the infrastructure. He would also like to improve traffic issues because of growth to the west. He wants public safety to move to a community policing style. Mayor Green is looking for stability, leadership, and a vision.

She asked what their top three characteristics are of a City Manager. Council agreed chemistry and a good leader who is committed to the community and can get things done in a timely and effective way.

Council thanked Ms. Hayes for her interest and she thanked them.

8. Council Discussion and Deliberation

Council discussed their thoughts on the process and candidates as a whole before ranking the candidates.

Michael Johansson was ranked #1 (7 points), Robin Hayes was ranked #2 (12 points), Randall Dowling was ranked #3 (13 points) and Christopher Rose was ranked #4 (18 points).

Margaret Roberts, City Attorney, will discuss the Florida laws with Mr. Johansson.

Discussion was held regarding Mr. Johansson's qualifications and lack of City Manager experience.

Motion to negotiate with Michael Johansson was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion failed 2-3 with Councilman Burnette, Councilman Stiltner, and Vice Mayor Bastian voting no.

Motion to negotiate with Robin Hayes was made by Councilman Burnette, and Seconded by Mayor Green.

Council discussed the option of not selecting a candidate today.

Motion failed 1-4. Councilman Ford voted yes.

Motion to reconsider the motion to negotiate with Mr. Johansson was made by Councilman Burnette, and Seconded by Vice Mayor Bastian.

WD Higginbotham, Mercer Group, explained the process to re-advertise.

Newton White, citizen, asked what Council is looking for. He believes each is well qualified.

Motion to reconsider carried unanimously by roll call vote.

Motion to withdraw the motion to negotiate with Mr. Johansson was made by Councilman Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Motion to vote only considering Mr. Johansson and Ms. Hayes was made by Councilman Stiltner, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

Motion to negotiate with Mr. Johansson was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

Ms. Roberts asked Council for contract questions and concerns.

Councilman Burnette asked if Council would be interested in discussing an open ended contract vs. an end date (3-year, 5-year, etc.) Ms. Roberts advised that the difference may include some of the benefits that would follow the City Manager even if he doesn't work for the City any longer. Council agreed to an open ended contract with no set term. The City Manager serves at the will of the Council.

Ms. Roberts asked for severance package matching state law. All agreed.

ADJOURNMENT: 1:03 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk

CITY COUNCIL SPECIAL MEETING/WORKSHOP MINUTES
COUNCIL CHAMBERS, CITY HALL
1000 CITY CENTER CIRCLE
JULY 14, 2015

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 4:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

SPECIAL MEETING

4. Discussion and Approval of City Manager Contract

Margaret Roberts, City Attorney, provided details of a change to the proposed contract that was previously provided to the Council.

Mayor Green advised that this base contract is less than the previous City Manager. He believes it is within an acceptable range. The contract is approximately \$6,000 less than the previous contract.

Motion to approve the contract as
presented was made by Councilman
Ford, and Seconded by Vice Mayor
Bastian.

Councilman Ford believes it is reasonable and standard.

Severance was discussed by the City Attorney.

There were no public comments.

Temporary housing expenses were discussed briefly.

Council agreed to send Mr. Johansson to the Florida League of Cities conference beginning August 13, 2015.

Councilman Burnette asked for a goal setting workshop with Mr. Johansson soon after his start date.

Motion carried unanimously by roll call vote.

WORKSHOP ITEMS

1. Budget

David Harden, City Manager, provided details of the stormwater budget, including the budget timeline, current forecast, future capital requests, and future capital ability to fund. Mr. Harden advised Council that a condition assessment is needed on the drainage system. To fund all requested projects, the stormwater drainage fee would need to be increased to \$146.00. Mr. Harden does not recommend that increase. Mr. Harden recommended keeping the fee the same this year, accept the budget, and re-assess after getting a better understanding of the needs of the City.

Councilman Stiltner supported the asset management system implementation.

Council is concerned with the cost of the rate study. Branford Adumuah, Public Works Director, advised that the rate hasn't been reviewed in several years. The fee will include interviews with staff, presentations with Council, workshops, etc. Mayor Green believes the assessment needs to be done before a rate assessment is completed. Councilman Ford wants to see the specific needs to warrant tax increases. He is not opposed to a condition assessment. He wants a drainage engineer hired immediately and wants a finance employee in Public Works. Mr. Harden advised that the drainage manager is in this year's budget and has been advertised. Mr. Adumuah advised that the utility rate study is completely different than a drainage rate study. There are laws to follow that need to be reviewed. He believes \$70,000 is very close to the actual cost as it is a lot of work.

Councilman Ford would rather see priorities be established as to those areas seeing flooding problems then move to other areas with less issues. Mr. Adumuah explained the needs of the department and the changes he is implementing, including employment and software needs that go hand in hand.

Councilman Ford asked if there could be savings by combining mowing of ditches with other mowing done by the City. Mr. Adumuah has provided recommendations to the City Manager regarding mowing done by Public Works. His recommendation is to reduce the 38% mowing resources to approximately 15%.

Councilman Stiltner asked when the last condition assessment was done. Mr. Adumuah does not know that one has ever been done.

Council wants assurance that the requests of software and personnel will be maintained. Mr. Adumuah said 2-3 years from now, Council will be extremely happy. He has done this in previous cities with Council support and it has been successful.

Mike Gardner, citizen, discussed his questions and concerns with Mr. Adumuah prior to the meeting and a lot of his concerns were addressed. He agreed with the condition assessment and asset management system.

Newton White, citizen, asked for confirmation regarding the asset management system as it relates to mowing.

Council supported the asset management system and employment needs. Mr. Harden will identify areas for the condition assessment to be done first based on flooding needs.

ADJOURNMENT: 5:57 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Resolution No. 15-38 - Tree Conservation Easement Vacation, 6076 Spruce Point Circle

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Resolution No. 15-38, vacating a 19.25-foot in diameter Tree Conservation Easement and a 20.75-foot in diameter Tree Conservation Easement located on Lot 71 of the Summer Trees South PUD, Phase II subdivision, per the attached legal description.

SUMMARY: Staff has received an easement vacation application for a 19.25-foot in diameter Tree Conservation Easement and a 20.75-foot in diameter Tree Conservation Easement located on Lot 71 of the Summer Trees South PUD, Phase II subdivision. The property owners have made this request to eliminate the easements because the trees no longer exist. The applicants stated that the trees were not there when they moved in to the house. It is unknown whether the trees came down through forces of nature or by other means.

The easement vacation application and legal description (Exhibit "A") have been reviewed for completeness and accuracy. Pursuant to Chapter 9, Article II, Section 16 b of the Port Orange Land Development Code, existing residential properties with tree conservation easements are not required to mitigate for the loss of protected trees that have died or have been destroyed by acts of God. Staff recommends approval of the tree conservation easement vacations.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-38	Reso. No. 15-38.pdf
2.	application	application.pdf
3.	Exhibit "A"	exhibit a.pdf
4.	location map	location map.pdf
5.	aerial view	aerial view.pdf
6.	easements located on survey	easements located on survey.pdf

Momberger, Margaret
Clark, Wayne

Created/Initiated - 07/02/2015
Approved - 07/02/2015

Roberts, Margaret
Harden, David

Approved - 07/16/2015
Final Approval - 07/16/2015

RESOLUTION NO.15-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A TREE CONSERVATION EASEMENT
LOCATED ON LOT 71, SUMMER TREES SOUTH PHASE
II; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Edward L. Meadows and Karen Kane Meadows, husband and wife, are the record owners of Lot 71, Summer Trees South Phase II, according to the Warranty Deed recorded in Official Records Book 6389, Page 1049, Public Records of Volusia County, Florida, and have applied for the vacation of a tree conservation easement on Lot 71 as platted, in connection with the proposed construction of a single family residence to be partially constructed in the easement area; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that dedicated tree conservation easement as more particularly described on the attached **Exhibit "A"**.

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

Section 1. The interest of the public in the easement depicted and described on the aforementioned **Exhibit "A"** is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the easement depicted and described on the aforementioned **Exhibit "A"** hereby vacated is renounced and disclaimed. All other easements located within Lot 71, Summer Trees South Phase II, not previously vacated shall remain in full force and effect.

Section 2. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR ALLEN GREEN

ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The 19.25-feet in diameter Tree Conservation Easement and 20.75-feet in diameter Tree Conservation Easement located in the northerly rear yard area of Lot 71 per the plat of the Summer Trees South, Phase II subdivision as recorded in Map Book 48, Pages 79 through 81, Public Records of Volusia County, Florida.



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

15-3500003

DATE APPLICATION RECEIVED

6/10/15

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

EASEMENT VACATION APPLICATION

Applicant: Edward + Karen Meadows Cell 214-1835
Address: 6076 Spruce Point Circle PO FL 32128
Phone: 386 265-5094 Fax: — Email: Edkarvann@yahoo.com
Property Owner(s): Karen + Edward Meadows (same as above)
Address: 6076 Spruce Point Circle
Phone: 386 265-5094 Fax: — Email: edkarvann@yahoo.com
Subject Property Address: 6076 Spruce Point Circle 6330-15-00-0710
Subdivision Name: Summer Trees South, Phase II
Lot Number: Lot 71 Parcel No.: 30-16-33-15-00-0710

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area (provide a separate attachment if necessary):

Purpose for the proposed easement vacation: Remove Tree Conservation Easement in back yard.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: Edd & Meadows Date: 6/9/15
Karen Meadows 6/9/15

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: Edd & Meadows Date: 6/9/15

Property Owner Signature: Karen Meadows Date: 6/9/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6/9/, 2015 by Edward Meadows, Karen Meadows, who is personally known to me or who has produced FOL#M320-232-71-424-0 FOL#M320-511-66-824-0 as identification and who did (did not) take an oath.

Karen Rock
(Signature)
Karen Rock
(Name of Notary typed, printed or stamped)

Notary Public, Commission No.

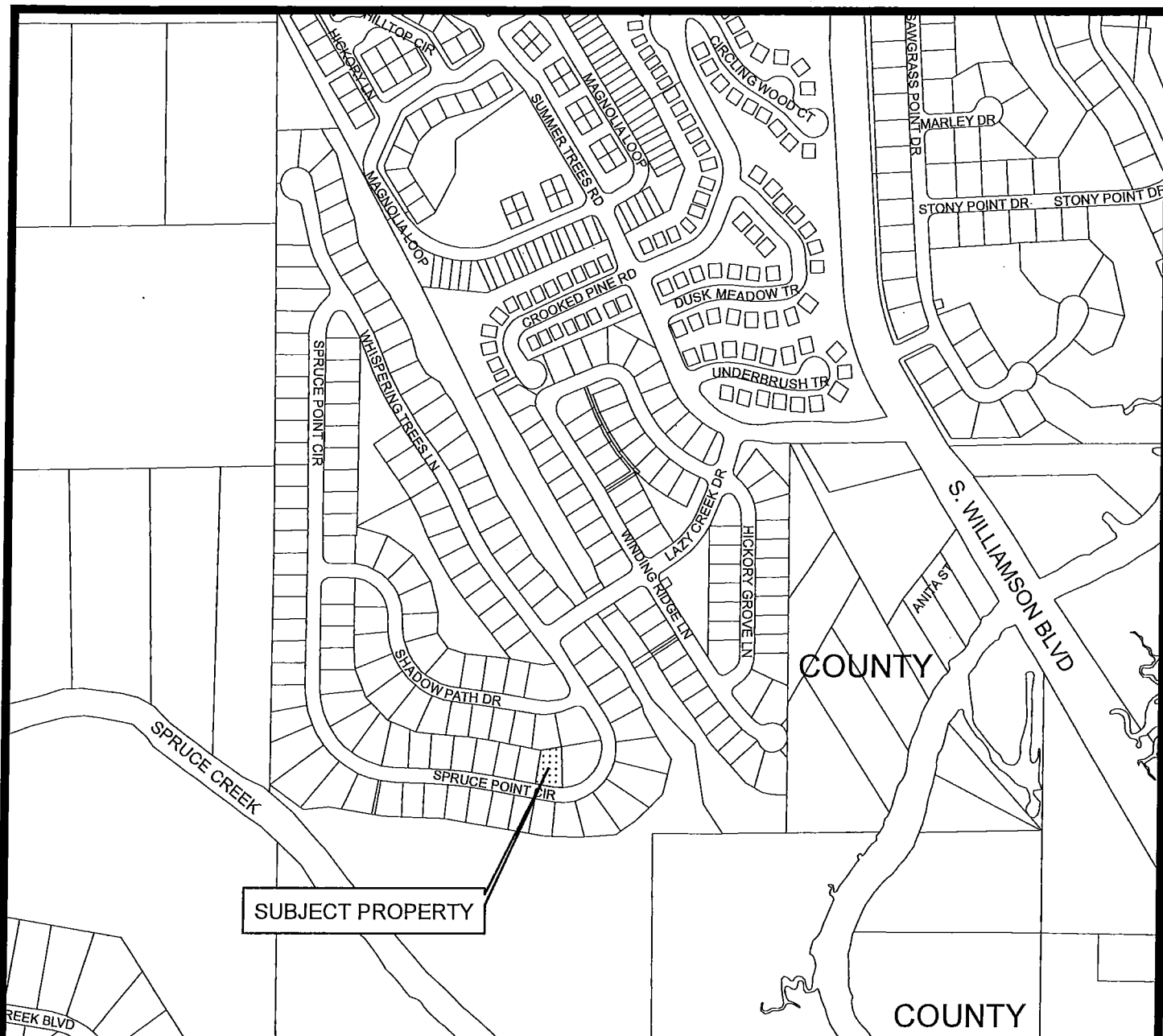


(Provide a separate attachment for additional properties if necessary)

EXHIBIT "A"

LEGAL DESCRIPTION

The 19.25-feet in diameter Tree Conservation Easement and 20.75-feet in diameter Tree Conservation Easement located in the northerly rear yard area of Lot 71 per the plat of the Summer Trees South, Phase II subdivision as recorded in Map Book 48, Pages 79 through 81, Public Records of Volusia County, Florida.



Case No.: 15-35000003

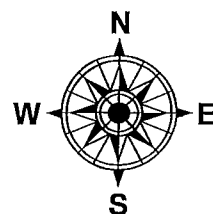
Applicants: Edward Meadows and Karen Meadows, property owners

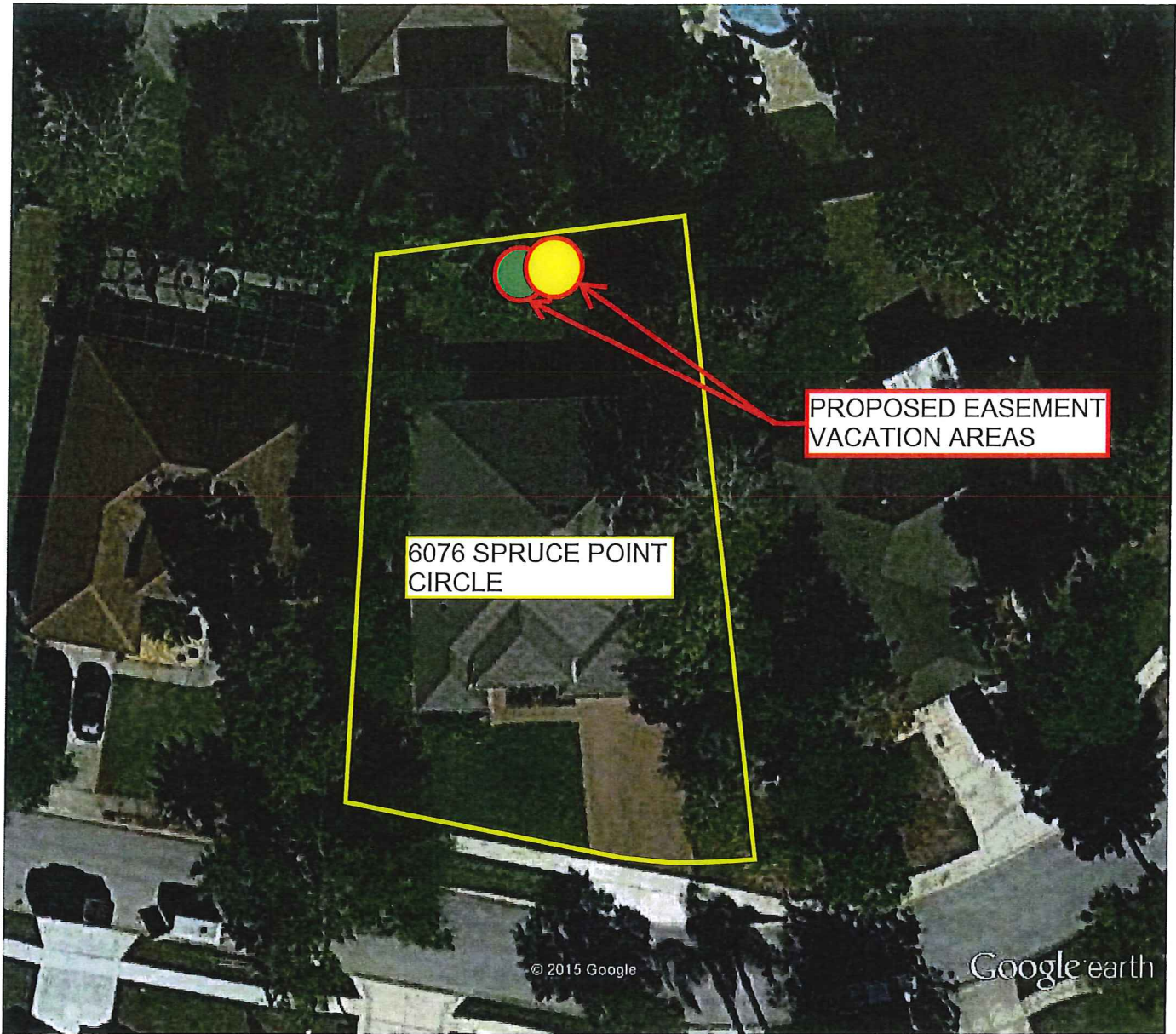
Location: Lot 71, Summer Trees South Phase II (6076 Spruce Point Circle)

Requested Action: To vacate two Tree Conservation Easements located on Lot 71 of the Summer Trees South Phase II subdivision



Location Map
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT

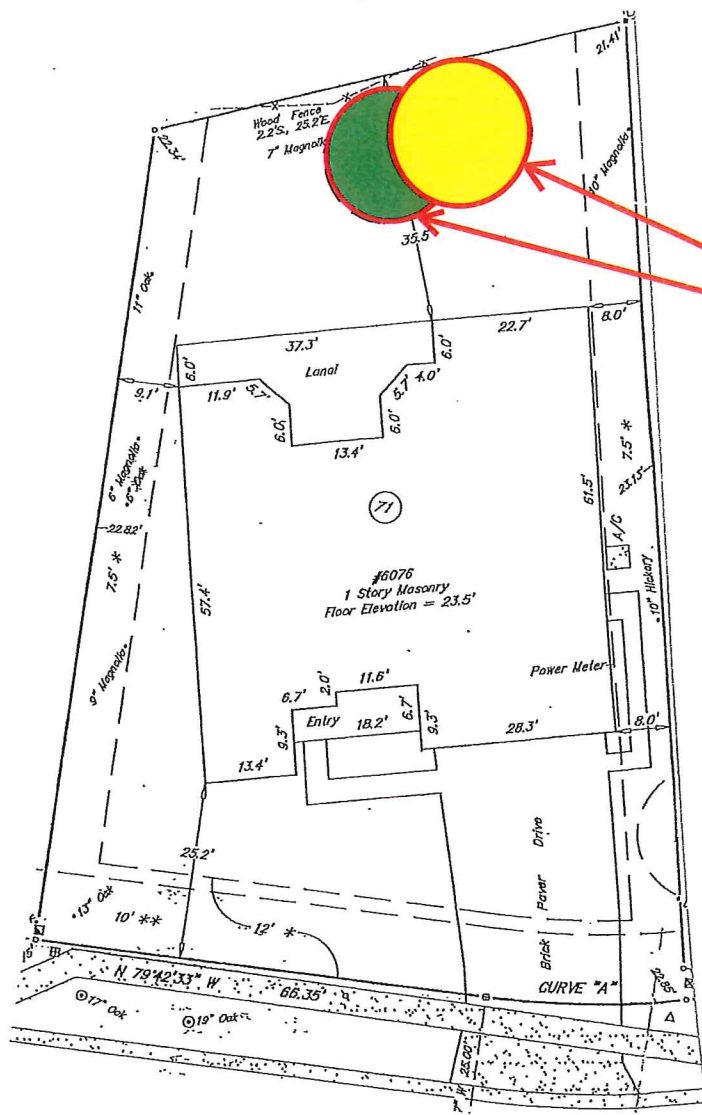




Google earth

feet
meters





PROPOSED EASEMENT
VACATION AREAS

Case No.: 15-35000003

Applicants: Edward Meadows and Karen Meadows, property owners

Location: Lot 71, Summer Trees South Phase II (6076 Spruce Point Circle)

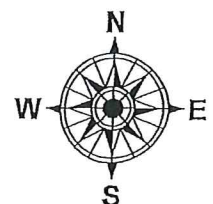
Requested Action: To vacate two Tree Conservation Easements located on Lot 71 of the Summer Trees South Phase II subdivision



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Resolution No. 15-39 – Ratifying Application and Accepting Grant Funds from Florida Municipal Insurance Trust

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Resolution No. 15-39 Ratifying the application for grant funds and accepting funds from Florida Municipal Insurance Trust in the amount of \$6,000 for the purchase and installation of the Solar Bees at the reclaimed lakes; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Risk Manager became aware of the Public Utilities Department's Solar Bee Project, had the potential to qualify for a Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program. FMIT provides this program for members in order to obtain safety and health related equipment. Both departments collaborated on the grant application with the final documents being prepared by Risk Management, which highlighted the positive outcomes and benefit to the public of the Solar Bee Project, installation of five circulating pumps in the lake reservoir at the well field. The Grant was submitted on March 26, 2015 to FMIT. The City of Port Orange was awarded the maximum amount of \$6,000 on June 26, 2015. Funds will be credited back to the project cost.

Project No.: RIM005 Funding Account No.: 40504005356397

ATTACHMENTS:

1.	Reso. No. 15-39	Reso. No. 15-39.pdf
2.	Grant Application	Port Orange SG 14.15 2nd qtr.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/01/2015
Approved - 07/07/2015
Approved - 07/07/2015
Approved - 07/15/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

RESOLUTION NO. 15-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING AND AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FROM THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) MATCHING SAFETY GRANT FUND PROGRAM FOR THE PURCHASE AND INSTALLATION OF THE FIVE (5) SOLAR BEES; ACCEPTING GRANT FUNDING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Public Utilities Department applied for a Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program to fund the purchase and installation of five (5) Solar Bees; and

WHEREAS, the City Council of the City of Port Orange desires to ratify and authorize the submission of an application to the Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program.

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

Section 1. The City Council of the City of Port Orange hereby ratifies the submittal of an application to the Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program to fund the purchase and installation of five (5) Solar Bees.

Section 2. The City Council of the City of Port Orange hereby accepts grant funding in the amount of \$6,000.00

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

0496
EMJR

Florida Municipal Insurance Trust 2014-2015
Matching Safety Grant Fund Program

FMIT use only please

Date Received by RC/AE: _____

Date Received by RC office: _____

Date Sent to SG Committee: _____

Date Returned to RC office: _____

Date Returned to Applicant: _____



all

Application

Name of the Public Entity: City of Port Orange

Address: 1000 City Center Circle, Port Orange, FLorida 32127

Safety Grant Coordinator: Paula Dichiara, Risk Manager

Phone Number: 386-506-5703

Email Address: pdichiara@port-orange.org

FMIT Fund your Entity Participates in: Workers' Compensation

Property/Liability

Both

xx

Dollar Amount of Matching Funds Requested (Maximum \$3,000 per Category):

Workers' Compensation \$

Property/Liability \$6,000

Total Requested \$6,000

Insurance Decision Maker's Signature, Title and Date: Paula Dichiara, Risk Manager

March 26, 2015

Safety Grant Coordinator's Signature, Title and Date: Paula Dichiara, Risk Manager,

March 26, 2015

0490

Florida Municipal Insurance Trust 2014-2015
Matching Safety Grant Fund Program



Describe in detail the program, process, item, etc. that the Matching Grant would be used for (attach additional sheets if necessary): The City of Port Orange is committed to reducing the pollution of our reuse water lakes, and thus decreasing exposure to health care issues and illness to both our employees and our customers, through the purchase of 5 SolarBees. 5 SolarBees have been installed in the Reclaimed Recharge Reservoir Lakes. SolarBees provide long distance water circulation due to their GREEN POWER, which means they are entirely powered by solar energy with no electrical wiring needed. This controls the growth of green algae in our reuse lakes, as well as other lakes to which the public and employees have access. SolarBees keep the water clean via the use of their solar panels, which churn the water to prevent algae bloom. This reduces negative air, increases the safety of our waters both in reuse water, and indirectly our drinking water. SolarBees aerate the lake systems, improve the safety of tap water, improves the water stored in our water tanks, and assists in the disinfection process. The Public Utilities Division has demonstrated its commitment to making a safer environment for our employees and customers and thus improving water quality and avoiding stagnation.

Describe how this would affect a positive outcome (ex. Adding this fence would reduce the chances of the public getting hurt in the unprotected area): Stagnated water, and water filled with algae blooms can cause a multitude of problems not only for employees working in it, but the citizens who may be consuming it. Dysentery, diarrhea, and a wealth of other illnesses can occur if stangated water gets into our drinking water environment. Stagnated water also provides health problems for fish, frogs and crayfish, as well as other aquatic organisms. They die, pollute the ponds, and make the water unusable. The SolarBees also make previously unusable water available, particularly important in times of drought, or

0496

Florida Municipal Insurance Trust | 2014-2015
Matching Safety Grant Fund Program



overuse of our water to fight fires. Clearly, taking these steps provides Port Orange with more sustainable levels of water for our customers and employees, thus reducing the risk of claims for usage of potentially stagnant water (and boil water notices) and claims for damage to property, (death of lawns, trees, plants) which could be retraced to water provided by the City. Purchasing the SolarBees is a win-win for safety and mitigating risk for the City, and a better quality of life for those employees working and and with water on a daily basis, and our citizens consuming it.

Who and what percentage of employees, and/or community, and/or property would this change affect? (Ex. This new alarm system would affect all city buildings or this training would affect all DPW employees in the city):

With 5 Solar Bees in operation, 7,500 citizens and resident employees are set up for reuse water, for which SolarBees directly affect. In addition, our recreational facilities, such as the Cypress Head Golf Course, are maintained by reuse water, as well as a multitude of "common areas" which the City preserves. In addition, 61 Public Utilities employees are regularly exposed to reuse water, not to mention another 40 in Public Works.

What FMIT Risk Control Safety & Health classes have your entity's employees attended?

If none, indicate none: Active Shooter, Weapons in the Workplace, Drug Free Workplace

Attach documentation of the purchase, or proposed cost. Listing of supporting documentation: See all attached documents. Cost for SolarBees = \$283,710.00



Invoice

Remit To:
Medora Corporation
3225 Hwy 22
Dickinson ND 58601-9419

Invoice #: 75754
Date: 27 Feb 2015
Customer #: POR02

Bill To: Port Orange, City of
AP / Vendor # 259005
PO Box 291759
Port Orange FL 32129-1759

Ship To: The City of Port Orange
Public Utilities Wastewater
817 Oak Street
Port Orange FL 32127
United States

Terms
Net 30 Days

Ship Via:
P.O. Number: 070041

Qty. Shipped Qty. B/O	Item Number Item Description	T/N	Unit Price	Ext. Price
5.00	'SOLARBEE MACHINE' SolarBee Long Distance Circulation machine	N \$	48,425.0000	242,125.00

Notes:
SolarBee Long Distance Circulation Machines:
Model SB10000 v18; S/N 150203263, S/N 150203264, S/N 150203265, S/N 150203266, S/N 150203267

5.00	*DELIVERY, ON-SITE SERVICES Delivery, Assembly, Deployment, Initialization, Start-up, Training	N \$	8,317.0000	41,585.00
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Notes:

RECEIVED

MAR 10 2015

CITY OF PORT ORANGE
PUBLIC UTILITIES

RECEIVED

MAR 10 2015

FINANCE

APPROVED FOR PAYMENT

Date: _____

RECEIVED

MAR 10 2015

CITY OF PORT ORANGE
PUBLIC UTILITIES
Page 4

Tax exempt per exemption certificate.

Subtotal: \$ 283,710.00
Freight: \$ 0.00
Sales Tax: \$ 0.00
Total Due: \$ 283,710.00



The Official City of Port Orange Employee Newsletter
MARCH 2015 - Volume 12 - Issue 3

Orange Peel

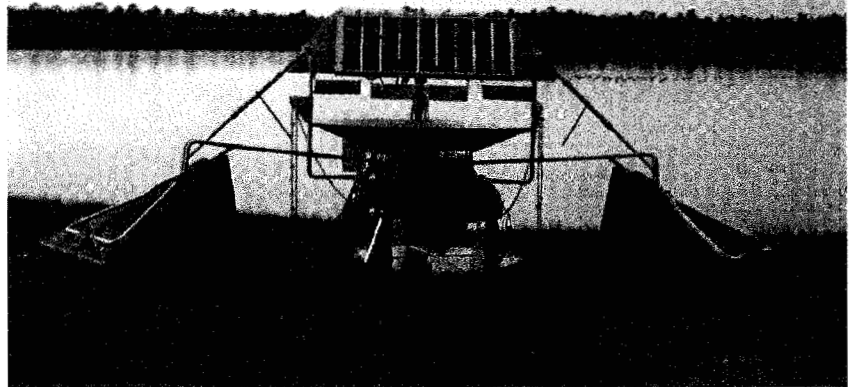
"Celebrate Each Other and Our Accomplishments Together"

Improved Water Quality through Solarbees at the Reclaimed Augmentation Lakes

The City of Port Orange is committed to reducing energy consumption and finding innovative solutions to solve problems. As such, the Public Utilities staff embarked on a quest to improve water quality at the City's reclaimed water augmentation lakes by using SolarBees. This equipment uses the sun's energy to power circulating pumps, which moves lake water, thereby improving water quality by avoiding stagnation.

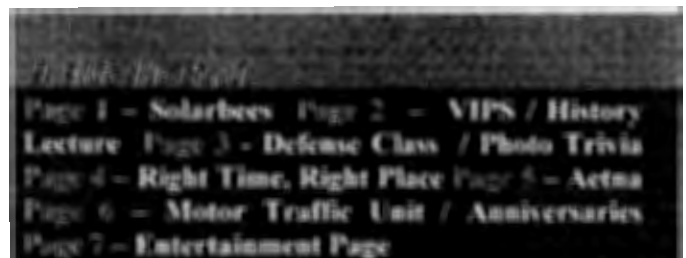
The Public Utilities Department's Reclaimed Water Division purchased five (5) SolarBees from the Medora Corporation in Dickinson North Dakota. During the last week of February the Medora Corporation installed the five (5) SolarBees in the Reclaimed Recharge Reservoir Lakes. Two (2) were installed in lake A and three (3) in lake B. The Public Utilities Department chose the SolarBee for its long distance water circulation because they are **GREEN POWER**; which means entirely powered by solar energy with no electrical wiring needs. This in turn cuts the cost of aerating the lake system.

Green power is electric energy produced by renewable, more environmentally friendly sources, leading to less negative air, water and natural



resource impacts. Solar power technologies are a source that creates green power energy.

SolarBee units have a life expectancy of twenty-five (25) plus years and one machine alone will circulate fourteen million gallons of lake water per day. Each machine will run during daylight and nighttime hours powered entirely by solar energy. The SolarBee long distance water circulation helps to improve biological nutrient removal, improve the lakes ecosystem, control blue-green algae blooms, prevent lake water stagnation and provide a health environment for fish, frogs, crayfish & other aquatic organisms. *Continued on page 2.*





CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

070041

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

DATE:	2/13/15
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000134677

VENDOR:

MEDORA CORPORATION

3225 HWY 22

DICKINSON

ND 58601

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

(701)225-4495 FAX: (701)225-0002

FL 32127 **COPY**

VENDOR#: 259005			DATE NEEDED: 2/28/15		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
183710	BLK		BLANKET PURCHASE ORDER FOR THE PURCHASE OF FIVE (5) SOLARBEE SB1000 V 18 MIXERS FOR THE CIRCULATIO N OF RECLAIMED WATER IN LAKE A AND LAKE B AT THE RECHARGE RESERVOIR OUTFALL PROJECT UNDER THE FLA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER #OGC NO. 14-0320 -CC APPROVED CONTRACT ON 1/20/2015 *PURSUANT TO CITY CONTRAC T DATED 01/20/15 PROJECT #: RIM005	40504005356397	1.00	283710.00
COMPLETED						
REMARKS REQUIRED FOR CONSENT ORDER COMPLIANCE					TOTAL	283710.00

CONDITIONS:

1. The right is reserved to cancel this order if not filled within the contract time.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions as stated.
4. The purchase order number must appear on ALL packages, invoices, and correspondence.
5. The CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
6. Please forward all invoices to Accounts Payable at the above listed address.
7. As per additional terms and conditions on vendor application.

PURCHASING

X David T. Sanders

DATE

2/13/15

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

Vendor:	Medora Corp	
Division:	070041	
PO#		<u>Date</u>
Original Amt:	\$ 283,710.00	2/13/2015
Change Order #1	\$ -	
	<u>\$ 283,710.00</u>	

1

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Can P.O. be closed out yet?

Yes ☒ No ☐

Received from:

Medora Corporation

3225 HWY 22

Dickinson, ND. 58601

Date Received: March 11, 2015

Division: 0400 Wastewater

Purchase Order: 070041

Unpacked/

Written by: Thomas C. Troutman

Chief Operator: Thomas C. Troutman

Public Utilities Director: _____

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
75754	5	ea	SolarBee Long Distance Circulation Machines Model SB10000V18	\$48,425.000	\$242,125.00
			Sereal Numbers: 150203263, 150203264, 150203265, 150203266 & 150203267		
	5	ea	Delivery and On-Site Srevice	\$8,317.000	\$41,585.00
			COMPLETED		

TOTAL: \$283,710.00

Remaining Balance of P.O. after receipt of this order : \$0.00



Medora Corporation
3225 Highway 22 • Dickinson, ND 58601
Tel: (701) 225-4495 • www.MedoraCo.com



Quotation: Reservoir Circulation Equipment for Lakes A & B

Date: November 12, 2014

Project #: 4142

To: Thomas C. Troutman

Chief Operator Reclaimed Water Treatment Plant

City of Port Orange Public Utilities

817 Oak Street

Port Orange, FL. 32127

Office: 386.506.5786 / Fax: 386.756.5298 / Cell: 386.566.4347

e-mail: ttroutman@port-orange.org

From: Michael Lipparelli - E2 Water Solutions, Medora Corp. local representative

Michael@E2H2O.com • 352-589-6161

Mike Christensen, Medora Corporation East U.S. Manager, Wells, MN

mike.c@medoraco.com • 866-553-5590

Darren Tessier, Medora Corporation Sales Engineering Dept., Dickinson, ND

darren.t@medoraco.com • 866-437-8076

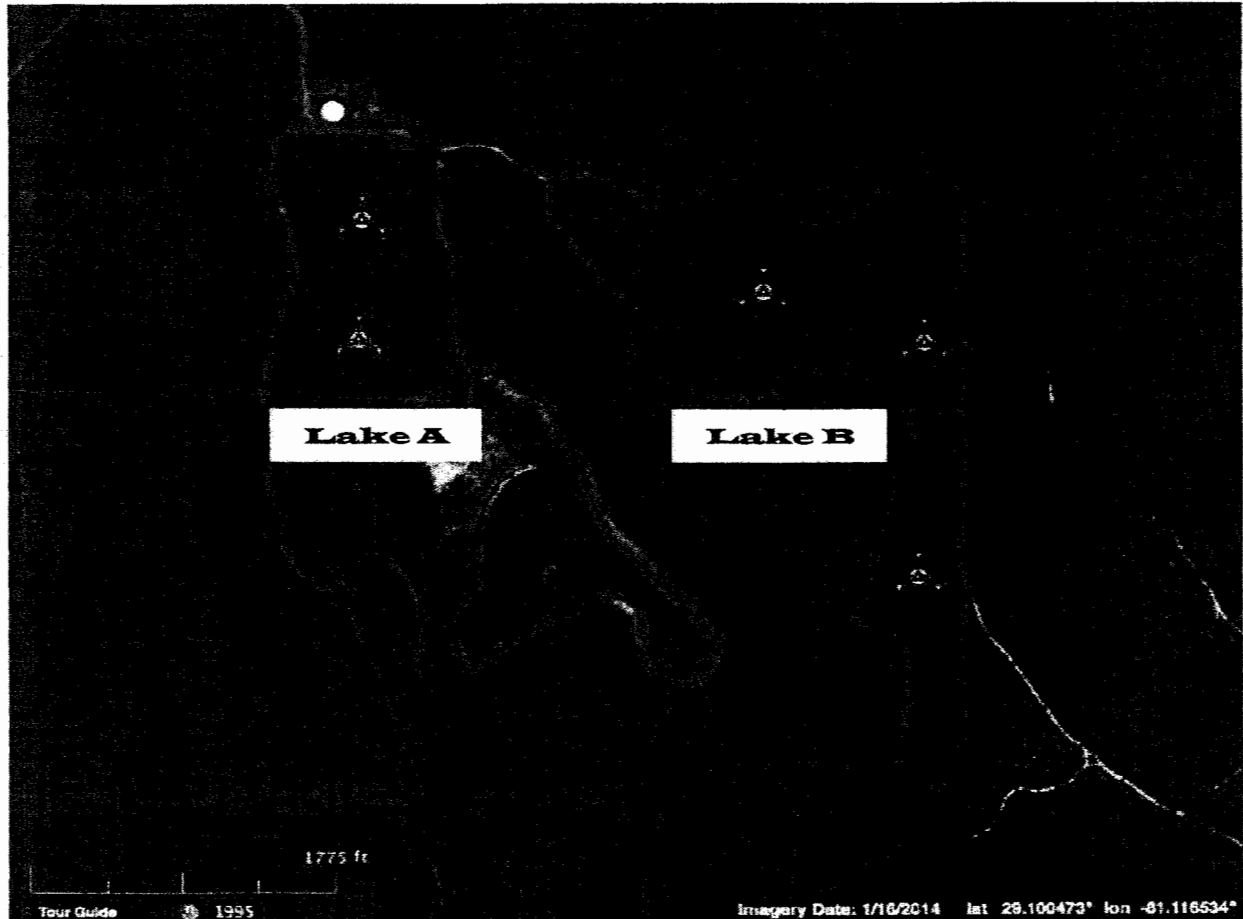
Thomas,

Thank you for requesting this quotation. We are very pleased to work with the City of Port Orange Public Utilities and E2 Water Solutions to provide high-quality reclaimed water circulation equipment for Lakes A & B. This project fits our capabilities well, and we will do everything possible to ensure your project flows smoothly and meets your goals and expectations. Please contact us with any questions.

Sincerely,

Darren Tessier

5. Proposed Machine Locations:



SB10000 v18 machines are not drawn to scale, and final placement will be determined prior to installation.

SHUNN'S ROAD + BEAR RD.
OFF TOMOLKA FARMS ROAD.
Wellfields / LAND FILL region.

SolarBee®**[[GridBee®**

Remit To:
Medora Corporation
3225 Hwy 22
Dickinson ND 58601-9419

Invoice

Invoice #: 75754
Date: 27 Feb 2015
Customer #: POR02

Bill To: Port Orange, City of
AP / Vendor # 259005
PO Box 291759
Port Orange FL 32129-1759

Ship To: The City of Port Orange
Public Utilities Wastewater
817 Oak Street
Port Orange FL 32127
United States

Terms
Net 30 Days

Ship Via:
P.O. Number: 070041

Qty. Shipped Qty. B/O	Item Number Item Description	T/N	Unit Price	Ext. Price
5.00	'SOLARBEE MACHINE' SolarBee Long Distance Circulation machine	N \$	48,425.0000	242,125.00

Notes:

SolarBee Long Distance Circulation Machines:

Model SB10000 v18; S/N 150203263, S/N 150203264, S/N 150203265, S/N 150203266, S/N 150203267

5.00	*DELIVERY, ON-SITE SERVICES Delivery, Assembly, Deployment, Initialization, Start-up, Training	N \$	8,317.0000	41,585.00
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Notes:**RECEIVED****MAR 10 2015****CITY OF PORT ORANGE
PUBLIC UTILITIES****RECEIVED****MAR 10 2015****FINANCE****RECEIVED****MAR 10 2015****CITY OF PORT ORANGE
PUBLIC UTILITIES
Page 1**

Tax exempt per exemption certificate.

Subtotal: \$ 283,710.00
Freight: \$ 0.00
Sales Tax: \$ 0.00
Total Due: \$ 283,710.00



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

070041

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

DATE:	2/13/15
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000134677

VENDOR:

MEDORA CORPORATION

3225 HWY 22

DICKINSON

ND 58601

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

(701)225-4495 FAX: (701)225-0002

VENDOR# 259005			DATE NEEDED: 2/28/15	FOB:		
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
183710		BLK	BLANKET PURCHASE ORDER FOR THE PURCHASE OF FIVE (5) SOLARBEE SB1000 V 18 MIXERS FOR THE CIRCULATIO N OF RECLAIMED WATER IN LAKE A AND LAKE B AT THE RECHARGE RESERVOIR OUTFALL PROJECT UNDER THE FLA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER #OGC NO. 14-0320 -CC APPROVED CONTRACT ON 1/20/2015 *PURSUANT TO CITY CONTRAC T DATED 01/20/15 PROJECT #: RIM005	40504005356397	1.00	283710.00
REMARKS REQUIRED FOR CONSENT ORDER COMPLIANCE					TOTAL	283710.00

CONDITIONS:

1. The right is reserved to cancel this order if not filled within the contract time.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions as stated.
4. The purchase order number must appear on ALL packages, invoices, and correspondence.
5. The CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
6. Please forward all invoices to Accounts Payable at the above listed address.
7. As per additional terms and conditions on vendor application.

PURCHASING

X

David T. Warden

DATE

2/13/15

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

CITY of PORT ORANGE REQUISITION

DATE: December 22, 2014

P.O. Number: _____

Vender Number: _____

SUGGESTED VENDER Medora Corporation
3225 Highway 22
Dickinson, ND. 58601
Office: (701) 225-4495
Fax: (701) 225-0002

Ship to: WW
817 Oak St.
Port Orange FL. 32127

Central Stores

Parts Inventory

Water Production/Field Operations

Wastewater Treatment/Lab Operations

Requisition #: _____

SEE BELOW FOR ACCOUNT BREAKDOWN

FUND 401 DEPT. 0400 *DIVISION 535

****Requisitions that are not properly filled out will be returned to the originating dept. for completion****

Quantity	Description	Stock # C/S or Other	Unit of Measure	Unit Price	Total Cost	Elem. (Acc't)
1	The purchase of five (5) SolarBee SB1000 v 18 mixers for the circulation of reclaimed water in Lake A and Lake B at the Recharge Reservoir Outfall Project under the Florida Department of Environmental Protection Consent Order, OGC No. 14-0320.		5	\$283,710.00	\$283,710.00	6397
	Sole Source Letter Attached					
	Quotation Attached					
	Project # RIM005					
Grand Total					\$283,710.00	

Justification/Remarks This is for the purchase of five (5) SolarBee SB1000 V 18 Mixers to provide high-quality long-distance solar-powered circulation in order to reduce algal blooms, improve dissolved oxygen levels and the aquatic habitat at the Recharge Reservoir Lakes for the Outfall Project under the Florida Department of Environmental Protection Consent Order, OGC No. 14-0320. Pursuant to City Ordinance 2-267, formal bidding requirements may be waived with sole source justification. The Purchasing Agent has caused a Sole Source Justification to be advertised on Quote Wire for 7 calendar days soliciting complaints or protests.

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - \$2,000.00 To \$8,000.00 Must Be Attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Tax exempt # 04-00140-2374

Any one item with an acquisition cost of \$2,000.00 or more:

Thomas C. Trautman
 Division Head or Project Manager

Public Utilities Director

I hereby certify that the Articles above specified are necessary
 for use in this department, and that they are to be used solely for the
 City.

Assistant Public Utilities Director

Finance Department

Budget Analyst - Public Utilities



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Ratify Emergency Repair of YMCA Pool

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to ratify the emergency repair of the YMCA pool filter in the amount of \$32,916.00.

SUMMARY:

The pool filter at the YMCA, installed in 1990, failed and was in need of emergency repairs. The pool was closed July 5 due to concerns with the water clarity standards and was thought to be related to a chemical imbalance. However, it was determined that the main valves were not properly functioning, causing inadequate filtration of water and possible contamination. The city manager has approved an emergency purchase order to repair the filter in the amount of \$32,916.00 with Capital T. Enterprises. Three vendors were contacted for this request (Capital T. Enterprises, Blue Ribbon Pools, and Pool Resurfacing Pro), with one response from Capital T Enterprises, Inc.

Pursuant to City Ordinance 2-271 – Emergency purchases, emergency acquisitions in excess of \$25,000 shall be subject to ratification by City Council at the next regularly scheduled meeting or as soon as practicable. It is estimated that the total number of days required to complete repair is 7-10 days.

The funding will be coming from fund equity and is available in 106-1000-572-4615.
Project #QPC020

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Capital T qoute	CapitolTpoolrepairqoute.pdf
----	-----------------	-----------------------------

Fenwick, Robin	Created/Initiated - 07/16/2015
Lovallo, Susan	Approved - 07/16/2015
Gomez, Joseph	Approved - 07/16/2015
Riehm, Tracey	Approved - 07/16/2015
Harden, David	Final Approval - 07/16/2015

Capital T Enterprises, Inc.

Professional Pool Builders, Expert Repairs for over 30 years
8505 Florence Cove Rd.
St. Augustine, FL 32092

July 10, 2015

Proposal for: Port Orange YMCA Pool, Port Orange, FL

Project Scope: Repair filtering system

Scheduled Values

- 1) Drain and Clean Pool
 - a) Assume responsibility for dewatering surrounding grounds
 - b) Assist with draining pool completely
 - c) Pressure wash and clean pool
 - d) Refill pool, chemistry balanced by others

- 2) Pool Filter Repair
 - a) remove pool filter media and replace
 - b) Install all new laterals
 - c) Install all new valves in collector tank
 - d) Re-Pipe pool filter pump suction line
 - e) Weld Stainless Steel crack seams in collector tank

In order to start on Monday, July 13th, 2015 , the PO must be received by Saturday, July 11, 2015 by 4 PM. Work to be completed approximately 7 to 10 days. Payment for this work must be received within 10 days after completion.

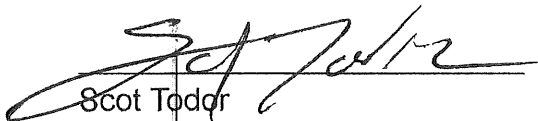
Total Price \$32,916.00

Accepted by: _____

(Authorized Signature)

Date: _____

Thank You



Scot Todor
President

Capital T Enterprises, Inc.

CPC # 1457199

904-591-7360

capitaltpools@gmail.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Resolution No. 15-40 - Budget Appropriations

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to adopt Resolution No. 15-40.

SUMMARY: Budget Resolution No. 15-40

*Risk Management Insurance Proceeds \$78,533 to be budgeted for the associated repairs

*Emergency Repair to the YMCA Pool Filtration System in the amount \$32,916 to be funded from fund equity

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-40	Reso. No. 15-40.pdf
----	-----------------	---------------------

Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/13/2015
Approved - 07/14/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

RESOLUTION NO. 15 – 40

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR RISK MANAGEMENT
INSURANCE PROCEEDS AND FOR THE YMCA
POOL FILTRATION SYSTEM REPAIR; SETTING
FORTH REVENUES AND EXPENDITURES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received insurance proceeds for various claims; and

WHEREAS, the YMCA pool filtration system needs an emergency repair; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2014 through September 30, 2015.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

FY 2015 Recreation Facilities Fund 106
PREPARED: 7/13/15
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
--	--------------------

REVENUES:

Appropriated Equity	32,916
TOTAL REVENUES:	<u>32,916</u>

EXPENDITURES:

Non-Departmental - Repair and Maintenance	32,916
TOTAL EXPENDITURES:	<u>32,916</u>

To budget for the emergency repair of the YMCA pool filtration system. City project QPC020 YMCA Repairs.

FY 2015 **Risk Management Fund 504**
PREPARED: **7/13/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Miscellaneous Revenue - Insurance Proceeds **78,533**

TOTAL REVENUES: 78,533

EXPENDITURES:

Non-Departmental - Insurance Claims **78,533**

TOTAL EXPENDITURES: 78,533

To budget for insurance proceeds received for various claims.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Resolution No. 15-41 - LAP Supplemental Agreement - Herbert Street Westbound Right Turn Lane at Clyde Morris Blvd.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Resolution No. 15-41 and the Local Agency Project (LAP) Supplemental Agreement for the construction and CEI of the Herbert Street Westbound Right Turn Lane at Clyde Morris Blvd. and to authorize the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The FDOT has requested the City execute the attached Local Agency Project (LAP) Supplemental Agreement and Resolution for construction and Construction Engineering and Inspection (CEI) of a westbound right turn lane and intersection improvements at Herbert Street and Clyde Morris Boulevard. The FDOT has concurred with the construction award to Masci Corporation and the negotiated Construction Engineering and Inspection (CEI) professional services contract with QLHA. The construction amount in the original LAP agreement was based off of the engineer's estimate for construction. The bids came in lower than the engineer's estimate. In accordance with FDOT policy, the construction amount has been reduced to the amount which is 10% higher than the construction award amount. This provides a buffer for unforeseen circumstances. The Supplemental Agreement does not change the percentage of State and Federal funding, FDOT still agrees to fund 100% of the construction cost (\$205,840) and \$26,920 for Construction Engineering and Inspection (CEI) which is slightly more than the QLHA contract (\$26,614). The scope for the RFSQ #15-16 has been modified to save costs for inspection services. The City's match has already been provided by funding the design of the project (\$31,534).

Project No.: PNC014
PNC014

Funding Account No.: 312-4300-541-63-97
312-4300-541-63-97

ATTACHMENTS:

1.	Reso. No. 15-41	Reso. No. 15-41.pdf
2.	Negative Supplemental Agreement 1 - 7-16-2015	Negative Supplemental Agreement 1 - 7-16-2015.pdf

Momberger, Margaret

Created/Initiated - 07/08/2015

Clark, Wayne
Roberts, Margaret
Harden, David

Approved - 07/08/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

RESOLUTION NO. 15-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FPN NO. 433666-1-58/68-01; FOR THE WESTBOUND RIGHT TURN LANE AND INTERSECTION IMPROVEMENTS AT HERBERT STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO THE AGREEMENT, RESPECTIVELY, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program Supplemental Agreement for the westbound right turn lane and intersection improvements at Herbert Street; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN# 433666-1-58/68-01.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to make, execute, attest and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the project, FPN #433666-1-58/68-01, a copy of which is attached hereto as Exhibit "A".

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

525-010-32
PRODUCTION SUPPORT
09/11

Page 1 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
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The Florida Department of Transportation and the City of Port Orange desires to supplement the original Agreement entered into and executed on March 31, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Westbound Right Turn Lane and Intersection Improvements @ Herbert Street Length 0.104 miles

Termini Clyde Morris Boulevard to about 550 feet on Herbert Street

Description of Work:

This project consists of construction of a right turn lane on West bound Herbert Street at Clyde Morris Blvd. Project involves milling & resurfacing and full depth pavement in the turn lane portion. The project will include construction of 4" thick concrete sidewalks and 6" thick concrete slab for Bus Stop, curb & gutter, installation of detectable warning surfaces, installation of new signs and removal and relocation of some existing signs, signing and pavement markings, crosswalks, fire hydrant adjustment, valve adjustment for force main, sewer pipe adjustment, sodding and maintenance of traffic. Construction will also include installation of pedestrian signal poles and associated ITS equipment, conduits and splice boxes.

Reason for Supplement and supporting engineering and/or cost analysis:

Pursuant to Paragraph 4.0 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for construction that includes the authorized and encumbered Federal funding for the project shall be reduced to an amount equal to the Agency's construction contract award amount of \$205,841.00. In addition to the Agency's contract award amount, the amount of \$20,584.00 in Federal Aid authorized funds on the construction phase remains encumbered for potential participation in reimbursement of eligible additional costs directly associated with construction contract modifications. This results in an amount of \$42,777.00 being un-encumbered from the federal funding bringing the current total federal funds for the construction phase to \$226,425.00.

The CEI services' agreement has been negotiated to the amount of \$26,614.00. In addition to the Agency's negotiated amount, an amount of \$306.00 in Federal Aid authorized funds remains encumbered for potential participation in reimbursement of eligible additional costs directly associated with the CEI services, (keeping the total CEI programmed funding in the amount of \$26,920.00.) In order to be considered for reimbursement with Federal Aid participation, the additional costs directly associated with construction contract modifications must comply with the eligible requirements documented in Chapter 7 of the FDOT Construction Project Administration Manual (CPAM) and with all Local Agency Program procedures. The Department and FHWA solely reserve the right to determine the extent of Federal Aid participation of all additional costs submitted by the Agency for reimbursement. The Agency acknowledges: (1) Full responsibility for payment of all additional construction and consultant engineering inspection costs directly associated with construction contract modifications in advance; and, (2) that the Department and FHWA are under no obligation to participate in said additional costs if they determine that said costs are not associated with eligible construction contract modifications.

The Agency further agrees that the total funding, as may be supplemented in accordance with the terms and limitations of this paragraph, will constitute the maximum limiting amount eligible for reimbursement and no additional funding will be available for this project.

All change orders added to the Agency's contract will require review and approval by the Department (per standard construction administration and oversight procedure, Chapter 22, LAP Manual.) If an Agency authorizes or performs a change of work prior to receiving concurrence from the District LAP Administrator (or delegate), the change will not be eligible for reimbursement. The Agency will incur the entire cost of the changes per Chapter 22 of the LAP Manual.

Said revisions are reflected in the Adjusted Schedule of Funding, attached hereto and incorporated herein, as Exhibit "B," and reflected in the Federal Financial Assistance (Single Audit Act) attached hereto and incorporated herein, as Exhibit "1."

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E) FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction FY: 2014-2015 FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Construction Cost	\$269,202.00	(\$42,777.00)	\$226,425.00	\$0.00	\$226,425.00
Construction Engineering and Inspection (CEI) FY: 2014-2015 FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total CEI Cost	\$26,920.00	\$0.00	\$26,920.00	\$0.00	\$26,920.00
Total Construction & CEI Costs	\$296,122.00	(\$42,777.00)	\$253,345.00	\$0.00	\$253,345.00
TOTAL COST OF THE PROJECT	\$296,122.00	(\$42,777.00)	\$253,345.00	\$0.00	\$253,345.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF PORT ORANGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Frank J. O'Dea, P.E
Title: Director of Transportation Development

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
SPECIFICATIONS AND ESTIMATES
1/15

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$253345.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
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The _____ Florida Department of Transportation and the City of Port Orange _____ desires to supplement the original Agreement entered into and executed on March 31, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Westbound Right Turn Lane and Intersection Improvements @ Herbert Street Length 0.104 miles

Termini Clyde Morris Boulevard to about 550 feet on Herbert Street

Description of Work:

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Reason for Supplement and supporting engineering and/or cost analysis:

Pursuant to **Paragraph 4.0 Project Estimate and Disbursement Schedule** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for construction that includes the authorized and encumbered Federal funding for the project shall be reduced to an amount equal to the Agency's construction contract award amount of **\$205,841.00**. In addition to the Agency's contract award amount, the amount of **\$20,584.00** in Federal Aid authorized funds on the construction phase remains encumbered for potential participation in reimbursement of eligible additional costs directly associated with construction contract modifications. This results in an amount of \$42,777.00 being un-encumbered from the federal funding bringing the current total federal funds for the construction phase to **\$226,425.00**.

The CEI services' agreement has been negotiated to the amount of **\$26,614.00**. In addition to the Agency's negotiated amount, an amount of **\$306.00** in Federal Aid authorized funds remains encumbered for potential participation in reimbursement of eligible additional costs directly associated with the CEI services, (keeping the total CEI programmed funding in the amount of \$26,920.00.) In order to be considered for reimbursement with Federal Aid participation, the additional costs directly associated with construction contract modifications must comply with the eligible requirements documented in Chapter 7 of the FDOT Construction Project Administration Manual (CPAM) and with all Local Agency Program procedures. The Department and FHWA solely reserve the right to determine the extent of Federal Aid participation of all additional costs submitted by the Agency for reimbursement. The Agency acknowledges: (1) Full responsibility for payment of all additional construction and consultant engineering inspection costs directly associated with construction contract modifications in advance; and, (2) that the Department and FHWA are under no obligation to participate in said additional costs if they determine that said costs are not associated with eligible construction contract modifications.

The Agency further agrees that the total funding, as may be supplemented in accordance with the terms and limitations of this paragraph, will constitute the maximum limiting amount eligible for reimbursement and no additional funding will be available for this project.

All change orders added to the Agency's contract will require review and approval by the Department (per standard construction administration and oversight procedure, Chapter 22, LAP Manual.) If an Agency authorizes or performs a change of work prior to receiving concurrence from the District LAP Administrator (or delegate), the change will not be eligible for reimbursement. The Agency will incur the entire cost of the changes per Chapter 22 of the LAP Manual.

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ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
Project Development & Environment (PD&E) FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
Design FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Design Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
Right-of-Way FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
Construction FY: 2014-2015 FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Construction Cost	\$269,202.00 _____ _____ _____ _____ _____ \$269,202.00	(\$42,777.00) _____ _____ _____ _____ _____ (\$42,777.00)	\$226,425.00 _____ _____ _____ _____ _____ \$226,425.00	_____ _____ _____ _____ _____ _____ \$0.00	\$226,425.00 _____ _____ _____ _____ _____ _____ \$226,425.00
Construction Engineering and Inspection (CEI) FY: 2014-2015 FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total CEI Cost	\$26,920.00 _____ _____ _____ _____ _____ \$26,920.00	_____ _____ _____ _____ _____ _____ \$0.00	\$26,920.00 _____ _____ _____ _____ _____ \$26,920.00	_____ _____ _____ _____ _____ _____ \$0.00	\$26,920.00 _____ _____ _____ _____ _____ _____ \$26,920.00
Total Construction & CEI Costs	\$296,122.00	(\$42,777.00)	\$253,345.00	\$0.00	\$253,345.00
TOTAL COST OF THE PROJECT	\$296,122.00	(\$42,777.00)	\$253,345.00	\$0.00	\$253,345.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 433666-1-58/68-01 CONTRACT NO. ART70
--	---	---

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF PORT ORANGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Frank J. O'Dea, P.E
Title: Director of Transportation Development

Attest: _____
Name:
Title:

Attest: _____
Name:
Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$253345.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Award Bid #15-15 Herbert Street Westbound Right Turn Lane at Clyde Morris

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to award Bid #15-15 Herbert Street Westbound Right Turn Lane at Clyde Morris Blvd. to Masci Corporation in the amount of \$205,840.14 subject to the City Attorney review of all required contract documents and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Herbert Street westbound right turn lane and intersection improvements at Clyde Morris Blvd are a Local Agency Project (LAP) in which the construction and Construction Engineering and Inspection (CEI) are 100% funded by the FDOT. The City's match has already been provided by funding the design of the project.

Two bids were opened and evaluated by the City on May 14, 2015 and deemed responsive. Of the two bids, Masci Corporation submitted the lowest bid of \$205,840.14. City staff and the City's engineering consultant, Traffic Engineering Data Solutions, Inc. (TEDS), have worked with Masci Corporation in the past and find their work to be satisfactory, with thorough knowledge in the areas of work associated with this project. Based upon evaluation of the bids, it is recommended that the contract be awarded to Masci Corporation in the amount of \$205,840.14. FDOT has provided their concurrence with the recommendation to award this project to Masci Corporation.

Project No.: PNC014 Funding Account No.: 312-4300-541-63-97

ATTACHMENTS:

1.	Engineer's Bid Tab and Recommendation Letter	Engineer Bid Tabulation Letter (#15-15) - CERTIFIED.pdf
2.	FDOT concurrence email	FDOT Concurrence Email.pdf
3.	Masci Corporation EJCDC	Masci Corporation EJCDC.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/09/2015
Approved - 07/10/2015
Approved - 07/15/2015
Approved - 07/16/2015
Final Approval - 07/16/2015



VIA E-MAIL: kho@port-orange.org

Ref: 10590 (TA #02)

May 19, 2015

Mr. Kenny Ho, P.E.
Community Development Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**Re: Bid # 15-15 -
HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD.
(FPID 433666-1-58-01)**

Dear Kenny:

Traffic Engineering Data Solutions, Inc. (TEDS) has reviewed the **two (2)** bids that were received by the City of Port Orange on **May 14, 2015** for the above referenced project, which are summarized below:

	Bidder	Amount	% of Engineer's Estimate
1)	Masci Corporation	\$205,840.14	150.83%
2)	P&S Paving, Inc.	\$221,219.00	162.09%

Based on review of their contents, all bids were deemed responsive. However, the total amounts of both bids are substantially more than the costs estimated in our in our Engineer's Opinion of Probable Costs (EOPC). In addition, a few pay items in both bids seem a bit unbalanced.

Based on the few number of unbalanced bids received, we contacted representatives of the three (3) other companies that attended the mandatory pre-bid meeting, but did not end up submitting bids for the project, in order to see why they did not bid. A summary of their responses is below.

	Non-Responding Bidder	Explanation
A)	Atlantic Civil Constructors Corporation (Mr. Roosevelt Civil / Estimator)	They had just been awarded a few more projects just prior to the bid due date, and felt that they needed to refrain from bidding on this project in order to maintain the quality of their services.
B)	Sparks Concrete, LLC (Mr. Ray Goio / Project Coordinator)	They have a substantial backlog of work already under contract, and felt they needed to refrain from bidding on this project in order to maintain the quality of their services.
C)	Tomoka Construction Services, Inc. (Ms. Kimberly White / Receptionist)	While they concurred the proposed schedule was adequate for the proposed scope of work, they felt that the substantial backlog of work they already have under contract would have prevented them from commencing work on the project within the expected timeframes, thereby compromising their ability to perform on the project.

The attached certified bid tabulation provides a comparison of each of the bid items to the amounts that were contained the EOPC we had prepared for the project, with a color coded legend showing proportion of the proposed costs to the estimated costs. Below are a few notable observations.

- **Pay Item 101-1 Mobilization** – With Masci at **\$59,395** (391.9% of the EOPC) and P&S at **\$35,000** (230.9% of the EOPC), both contractors appear to be excessively front-loading their bids, especially given that they both operate yards within close proximity to the project.
- **Pay Item 102-1 Maintenance of Traffic** – At **\$39,700** (196.5% of the EOPC), P&S's bid for this pay item seems excessive for a 75-day project.
- **Pay Item 120-1 Regular Excavation** – At **\$19,214** (555.0% of the EOPC), P&S's bid for this pay item seems excessive.
- **Pay Item 665-1-11 Pedestrian Detector, F&I, Standard** – At \$1,581.00 / EA, it appears the unit cost contained in our EOPC was excessive for this pay item.
- **Pay Item 670-5-400 Traffic Controller Assembly, Modify** – At **\$7,120** (759.2% of the EOPC), Masci's bid for this pay item seems excessive.
- **Pay Item 1644-112-08 Fire Hydrant, F&I, STD, 2 Hose, 8"** – With Masci at **\$5,533** (190.8% of the EOPC) and P&S at **\$5,900** (203.4% of the EOPC), both contractor's bids for this pay item seem excessive.

In comparison to the EOPC, the six (6) pay items noted above account for a majority of the overage within each of the bids received. More specifically, these pay items represent **\$45,250.11** (65.24%) of the **\$69,364.48** amount by which the bid received from Masci Corporation exceeded the EOPC, and they represent **\$49,141.31** (57.99%) of the **\$84,743.34** amount by which the bid received from P&S Paving, Inc. exceeded the EOPC.

Though a few pay items in the bids received seem excessive, we note that there is never any certainty that re-bidding the project will produce a more desirable result. Given that the non-responding bidders reasons for not submitting a bid were all related to their current workloads, we would not expect it likely that they would submit bids if the project were to be re-bid. In review of the [City of Port Orange Code of Ordinances, Chapter 2-ADMINISTRATION, Article VI.-FINANCE, Division 2.-PURCHASE AND SALE PROCEDURE, Sections 2-263 through 2-266](#), and **Resolution No. 14-12** regarding the City's bidding procedures for federally funded projects, copies of which have been enclosed with this bid tabulation, we see nothing that would preclude the City Council from awarding a bid when only two (2) submissions were received. Under all circumstances, we would therefore recommend the City award the project to **Masci Corporation** as the low bidder, who has completed several projects of similar scope in the past.

Please feel free to call with any questions.

Sincerely,

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.



Mikal Reed Hale, P.E
Vice President / Sr. Project Manager

Enclosures: Certified Bid Tabulation
City's Bidding Ordinances Sec. 2-263 through 2-266
Resolution No. 14-12

Traffic Engineering Data Solutions, Inc.



Bid Tabulation for: Bid # 15-15 - HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD. (FPID 433666-1-58-01)
Bid Opening: 05/14/2015 (10:00AM)

Roadway Construction				Engineer's Estimate		Masci Corporation				P&S Paving, Inc.			
						Bid		Deviation from Engineer's Estimate		Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%	Unit Cost	Amount	\$	%
101-1	MOBILIZATION	1	LS	\$15,156.40	\$15,156.40	\$59,395.00	\$59,395.00	\$44,238.60	391.9%	\$35,000.00	\$35,000.00	\$19,843.60	230.9%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$20,208.53	\$20,208.53	\$19,340.00	\$19,340.00	(\$868.53)	95.7%	\$39,700.00	\$39,700.00	\$19,491.47	196.5%
104-10-3	SEDIMENT BARRIER	530	LF	\$1.80	\$954.00	\$2.00	\$1,060.00	\$106.00	111.1%	\$4.30	\$2,279.00	\$1,325.00	238.9%
104-18	INLET PROTECTION SYSTEM	2	EA	\$75.00	\$150.00	\$200.00	\$400.00	\$250.00	266.7%	\$465.00	\$930.00	\$780.00	620.0%
110-1-1	CLEARING AND GRUBBING	0.251	AC	\$17,500.00	\$4,392.50	\$29,500.00	\$7,404.50	\$3,012.00	168.6%	\$20,000.00	\$5,020.00	\$627.50	114.3%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	360	SY	\$16.00	\$5,760.00	\$5.00	\$1,800.00	(\$3,960.00)	31.3%	\$12.50	\$4,500.00	(\$1,260.00)	78.1%
120-1	REGULAR EXCAVATION	577	CY	\$6.00	\$3,462.00	\$12.50	\$7,212.50	\$3,750.50	208.3%	\$33.30	\$19,214.10	\$15,752.10	555.0%
120-6	EMBANKMENT	72	CY	\$6.00	\$432.00	\$12.50	\$900.00	\$468.00	208.3%	\$1.00	\$72.00	(\$360.00)	16.7%
160-4	TYPE B STABILIZATION	529	SY	\$4.50	\$2,380.50	\$4.10	\$2,168.90	(\$211.60)	91.1%	\$9.00	\$4,761.00	\$2,380.50	200.0%
285-7-09	OPTIONAL BASE, BASE GROUP 09	503	SY	\$19.50	\$9,808.50	\$17.30	\$8,701.90	(\$1,106.60)	88.7%	\$39.50	\$19,868.50	\$10,060.00	202.6%
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	494	SY	\$2.50	\$1,235.00	\$10.30	\$5,088.20	\$3,853.20	412.0%	\$6.60	\$3,260.40	\$2,025.40	264.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	53	TN	\$100.00	\$5,300.00	\$175.34	\$9,293.02	\$3,993.02	175.3%	\$155.00	\$8,215.00	\$2,915.00	155.0%
= 337-7-40	ASPHALTIC CONCRETE SURFACE COURSE (1" SP-9.5 PER VOLUSIA COUNTY)	54	TN	\$120.00	\$6,480.00	\$199.23	\$10,758.42	\$4,278.42	166.0%	\$161.00	\$8,694.00	\$2,214.00	134.2%
425-6	VALVE BOX, ADJUST	2	EA	\$422.57	\$845.14	\$155.00	\$310.00	(\$535.14)	36.7%	\$333.00	\$666.00	(\$179.14)	78.8%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	112	LF	\$19.16	\$2,145.92	\$19.95	\$2,234.40	\$88.48	104.1%	\$22.00	\$2,464.00	\$318.08	114.8%
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	249	SY	\$41.00	\$10,209.00	\$33.75	\$8,403.75	(\$1,805.25)	82.3%	\$42.00	\$10,458.00	\$249.00	102.4%
522-3	BUS BAY / BOARDING PAD - CONCRETE	17	SY	\$55.00	\$935.00	\$135.90	\$2,310.30	\$1,375.30	247.1%	\$61.00	\$1,037.00	\$102.00	110.9%
527-2	DETECTABLE WARNINGS	61	SF	\$32.51	\$1,983.11	\$21.30	\$1,299.30	(\$683.81)	65.5%	\$54.00	\$3,294.00	\$1,310.89	166.1%
570-1-2	PERFORMANCE TURF, SOD	413	SY	\$2.77	\$1,144.01	\$2.35	\$970.55	(\$173.46)	84.8%	\$3.00	\$1,239.00	\$94.99	108.3%
630-2-11	CONDUIT, F&I, OPEN TRENCH	151	LF	\$5.57	\$841.07	\$17.23	\$2,601.73	\$1,760.66	309.3%	\$13.00	\$1,963.00	\$1,121.93	233.4%
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	1	PI	\$3,883.24	\$3,883.24	\$4,120.00	\$4,120.00	\$236.76	106.1%	\$4,300.00	\$4,300.00	\$416.76	110.7%
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	4	EA	\$497.13	\$1,988.52	\$771.50	\$3,086.00	\$1,097.48	155.2%	\$725.00	\$2,900.00	\$911.48	145.8%
641-2-60	PRESTRESSED CONCRETE POLE, REMOVE	3	EA	\$185.23	\$555.70	\$543.00	\$1,629.00	\$1,073.30	293.1%	\$540.00	\$1,620.00	\$1,064.30	291.5%
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	6	EA	\$910.59	\$5,463.54	\$1,421.00	\$8,526.00	\$3,062.46	156.1%	\$1,450.00	\$8,700.00	\$3,236.46	159.2%
653-1-11	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 1 DIRECTION	4	AS	\$652.79	\$2,611.16	\$555.00	\$2,220.00	(\$391.16)	85.0%	\$625.00	\$2,500.00	(\$111.16)	95.7%
653-1-12	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 2 DIRECTION	2	AS	\$1,004.53	\$2,009.06	\$1,455.80	\$2,911.60	\$902.54	144.9%	\$1,240.00	\$2,480.00	\$470.94	123.4%
653-1-60	PEDESTRIAN SIGNAL, REMOVE	8	AS	\$101.00	\$808.00	\$89.99	\$719.92	(\$88.08)	89.1%	\$90.00	\$720.00	(\$88.00)	89.1%
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	1	EA	\$240.00	\$240.00	\$595.00	\$595.00	\$355.00	247.9%	\$350.00	\$350.00	\$110.00	145.8%
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	2	AS	\$617.20	\$1,234.40	\$1,055.75	\$2,111.50	\$877.10	171.1%	\$1,020.00	\$2,040.00	\$805.60	165.3%
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	8	EA	\$1,581.00	\$12,648.00	\$245.30	\$1,962.40	(\$10,685.60)	15.5%	\$230.00	\$1,840.00	(\$10,808.00)	14.5%
665-1-60	PEDESTRIAN DETECTOR, REMOVE	8	EA	\$51.34	\$410.72	\$25.32	\$202.56	(\$208.16)	49.3%	\$23.00	\$184.00	(\$226.72)	44.8%
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	1	AS	\$937.86	\$937.86	\$7,120.00	\$7,120.00	\$6,182.14	759.2%	\$2,800.00	\$2,800.00	\$1,862.14	298.6%
700-1-50	SINGLE POST SIGN, RELOCATE	2	AS	\$137.14	\$274.28	\$175.00	\$350.00	\$75.72	127.6%	\$315.00	\$630.00	\$355.72	229.7%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	26	EA	\$4.00	\$104.00	\$5.50	\$143.00	\$39.00	137.5%	\$6.00	\$156.00	\$52.00	150.0%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	491	LF	\$1.50	\$736.50	\$3.75	\$1,841.25	\$1,104.75	250.0%	\$6.00	\$2,946.00	\$2,209.50	400.0%
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	46	LF	\$2.25	\$103.50	\$3.75	\$172.50	\$69.00	166.7%	\$6.00	\$276.00	\$172.50	266.7%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	212	LF	\$2.75	\$583.00	\$5.15	\$1,091.80	\$508.80	187.3%	\$6.00	\$1,272.00	\$689.00	218.2%
711-11-170	THERMOPLASTIC, STANDARD WHITE, ARROW	6	EA	\$40.00	\$240.00	\$95.00	\$570.00	\$330.00	237.5%	\$100.00	\$600.00	\$360.00	250.0%
711-16-111	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	0.054	NM	\$8,000.00	\$432.00	\$5,795.00	\$312.93	(\$119.07)	72.4%	\$10,000.00	\$540.00	\$108.00	125.0%
711-16-211	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.119	NM	\$8,000.00	\$952.00	\$5,795.00	\$689.61	(\$262.40)	72.4%	\$10,000.00	\$1,190.00	\$238.00	125.0%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	845	SF	\$2.50	\$2,112.50	\$4.95	\$4,182.75	\$2,070.25	198.0%	\$2.00	\$1,690.00	(\$422.50)	80.0%
1050-11-423	UTILITY PIPE, F&I, DI, CI, WATER/SEW, 5-7.9"	15	LF	\$65.00	\$975.00	\$175.99	\$2,639.85	\$1,664.85	270.8%	\$118.00	\$1,770.00	\$795.00	181.5%
1080-11-301	UTIL FIXT, F&I, 5-7.9". VALVE/METER BOX	1	EA	\$450.00	\$450.00	\$1,457.00	\$1,457.00	\$1,007.00	323.8%	\$1,180.00	\$1,180.00	\$730.00	262.2%
1644-112-08	FIRE HYDRANT, F&I, STD, 2 HOSE, 8"	1	EA	\$2,900.00	\$2,900.00	\$5,533.00	\$5,533.00	\$2,633.00	190.8%	\$5,900.00	\$5,900.00	\$3,000.00	203.4%

Roadway Construction Total

\$136,475.66

\$205,840.14

\$69,364.48

150.83%

\$221,219.00

\$84,743.34

162.09%

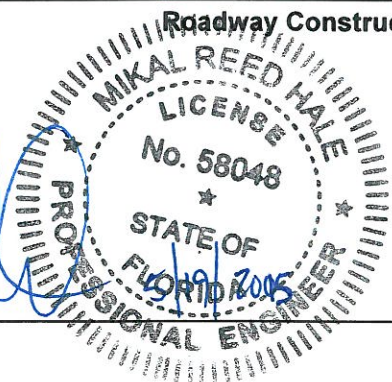
\$136,407.59 Value represented in original EOPC

\$68.07 Difference

Pay items in Engineer's Estimate of Probable Costs (EOPC) were based on exact, unrounded quantities

< 100%
100% - 200%
200% - 300%
300% - 400%
> 400%

Mikal Reed Hale
FL PE 58048



Sec. 2-263. - Bidding procedure.

For all purchases and sales requiring invitation for bids, the following procedure shall be followed:

(1) *Notice inviting bids:*

- a. *Newspaper.* Notice inviting bids shall be published once in at least one newspaper published in the county, and having general distribution in the city, at least 12 days preceding the last day set for the receipt of bids.
- b. *Contents of notice.* The newspaper notice required herein shall include a general description of the articles to be purchased or sold or the contractual services desired, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.
- c. *Private solicitation of bids.* The purchasing agent may solicit either oral or written bids or quotations for open market pricing or sale, but shall use all reasonably available and current bidders' lists. All oral bids or quotations in excess of \$5,000.00 shall be confirmed in writing.
- d. *Prebid conference.* A prebid conference will be held whenever practicable.

(2) *Sealed bids.* Bids shall be required to be submitted to the purchasing agent in a sealed envelope, the outside of which shall be clearly labeled to show that it contains a bid.

(3) *Opening.* Bids shall be opened in public at the time and place stated in the notices.

(4) *Tabulation.* A tabulation of all bids received shall be made and shall be available for public inspection.

(Code 1981, § 8-27; Ord. No. 1997-22, § 3, 5-6-97; Ord. No. 2004-15, § 3, 7-20-04; Ord. No. 2006-35, § 1, 9-19-06)

Sec. 2-264. - Rejecting of bids, rebidding.

The city council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the city council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to readvertise 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)

Sec. 2-265. - Waiver of irregularities.

The city council shall have the authority to waive any and all nonsubstantial irregularities in any and all formal bids.

(Code 1981, § 8-29)

Sec. 2-266. - Determination of lowest and best bidder.

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

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.

- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.
- (10) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

(Code 1981, § 8-30)

RESOLUTION NO. 14-12

**A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; APPROVING THE
BIDDING PROCEDURES NECESSARY TO COMPLY
WITH THE FEDERAL REQUIREMENTS FOR FEDERALLY
FUNDED PROJECTS; PROVIDING FOR CONFLICTING
RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Port Orange (City) establishes the following procedures
for federally funded projects; and

WHEREAS, the City shall comply with the federal funding requirements to qualify
for funding through Florida Department of Transportation Local Agency Program; and

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

SECTION 1. Local preference for bidders shall not be permitted for federally
funded projects.

SECTION 2. All federally funded projects shall be advertised bid solicitations
a minimum of three weeks.

SECTION 3. All bids received shall be read aloud or, if not read aloud, shall
have the name of the bidder and the reason for not reading the bid aloud publically
announced.

SECTION 4. For federally funded projects, the City shall utilize 23 CFR
635.114, attached as Exhibit "A", for guidance in determining if a bid is unbalanced and
23 CFR 635.413, attached as Exhibit "B", for guaranty and warranty guidance.

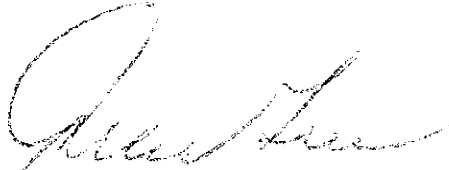
SECTION 5. When establishing a contract time for all federally funded projects, the City shall utilize the guidelines established and attached as Exhibit "C".

SECTION 6. All requests for qualifications for federally funded projects shall include reference to the requirements of United States Code (U.S.C) Title 40, Chapter 11, Section 1101-1104 *Selecting Architects and Engineers* (Brooks Act).

Section 7. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 8. 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 this 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 9. This resolution shall take effect immediately upon adoption.



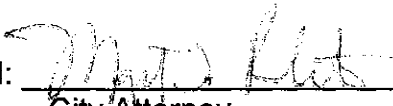
MAYOR ALLEN GREEN

ATTEST:



Robin Fenwick, CMC, City Clerk

Adopted on the 25 day of March, 2014.

Reviewed and Approved: 

City Attorney

EXHIBIT "A"

§ 635.113

offerors have received all issued addenda.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002; 72 FR 43386, Aug. 14, 2007; 73 FR 77602, Dec. 19, 2008]

§ 635.113 Bid opening and bid tabulations.

(a) All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting. Negotiation with contractors, during the period following the opening of bids and before the award of the contract shall not be permitted.

(b) The STD shall prepare and forward tabulations of bids to the Division Administrator. These tabulations shall be certified by a responsible STD official and shall show:

(1) Bid item details for at least the low three acceptable bids and

(2) The total amounts of all other acceptable bids.

(c) In the case of a design-build project, the following requirements apply:

(1) All proposals received must be opened and reviewed in accordance with the terms of the solicitation. The STD must use its own procedures for the following:

(i) The process of handling proposals and information;

(ii) The review and evaluation of proposals;

(iii) The submission, modification, revision and withdrawal of proposals; and

(iv) The announcement of the successful offeror.

(2) The STD must submit a post-award tabulation of proposal prices to the FHWA Division Administrator. The tabulation of price proposal information may include detailed pricing information when available or lump sum price information if itemized prices are not used.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

23 CFR Ch. I (4-1-11 Edition)

§ 635.114 Award of contract and concurrence in award.

(a) Federal-aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility as may have been established by the STD in accordance with § 635.110. Award shall be within the time established by the STD and subject to the prior concurrence of the Division Administrator.

(b) The STD shall formally request concurrence by the Division Administrator in the award of all Federal-aid contracts. Concurrence in award by the Division Administrator is a prerequisite to Federal participation in construction costs and is considered as authority to proceed with construction, unless specifically stated otherwise. Concurrence in award shall be formally approved and shall only be given after receipt and review of the tabulation of bids.

(c) Following the opening of bids, the STD shall examine the unit bid prices of the apparent low bid for reasonable conformance with the engineer's estimated prices. A bid with extreme variations from the engineer's estimate, or where obvious unbalancing of unit prices has occurred, shall be thoroughly evaluated.

(d) Where obvious unbalanced bid items exist, the STD's decision to award or reject a bid shall be supported by written justification. A bid found to be mathematically unbalanced, but not found to be materially unbalanced, may be awarded.

(e) When a low bid is determined to be both mathematically and materially unbalanced, the Division Administrator will take appropriate steps to protect the Federal interest. This action may be concurrence in a STD decision not to award the contract. If, however, the STD decides to proceed with the award and requests FHWA concurrence, the Division Administrator's action may range from nonconcurrence to concurrence with contingency conditions limiting Federal participation.

(f) If the STD determines that the lowest bid is not responsive or the bidder is not responsible, it shall so notify

and obtain the Division Administrator's concurrence before making an award to the next lowest bidder.

(g) If the STD rejects or declines to read or consider a low bid on the grounds that it is not responsive because of noncompliance with a requirement which was not clearly identified in the bidding documents, it shall submit justification for its action. If such justification is not considered by the Division Administrator to be sufficient, concurrence will not be given to award to another bidder on the contract at the same letting.

(h) Any proposal by the STD to reject all bids received for a Federal-aid contract shall be submitted to the Division Administrator for concurrence, accompanied by adequate justification.

(i) In the event the low bidder selected by the STD for contract award forfeits the bid guarantee, the STD may dispose of the amounts of such forfeited guarantees in accordance with its normal practices.

(j) A copy of the executed contract between the STD and the construction contractor should be furnished to the Division Administrator as soon as practicable after execution.

(k) In the case of a design-build project, the following requirements apply: Design-build contracts shall be awarded in accordance with the Request for Proposals document. See 23 CFR Part 638, Design-build Contracting, for details.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.115 Agreement estimate.

(a) Following the award of contract, an agreement estimate based on the contract unit prices and estimated quantities shall be prepared by the STD and submitted to the Division Administrator as soon as practicable for use in the preparation of the project agreement. The agreement estimate shall also include the actual or best estimated costs of any other items to be included in the project agreement.

(b) An agreement estimate shall be submitted by the STD for each force account project (see 23 CFR part 635, subpart B) when the plans and specifications are submitted to the Division Administrator for approval. It shall

normally be based on the estimated quantities and the unit prices agreed upon in advance between the STD and the Division Administrator, whether the work is to be done by the STD or by a local public agency. Such agreed unit prices shall constitute a commitment as the basis for Federal participation in the cost of the project. The unit prices shall be based upon the estimated actual cost of performing the work but shall in no case exceed unit prices currently being obtained by competitive bidding on comparable highway construction work in the same general locality. In special cases involving unusual circumstances, the estimate may be based upon the estimated costs for labor, materials, equipment rentals, and supervision to complete the work rather than upon agreed unit prices. This paragraph shall not be applicable to agreement estimates for railroad and utility force account work.

§ 635.116 Subcontracting and contractor responsibilities.

(a) Contracts for projects shall specify the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be not less than 30 percent of the total original contract price excluding any identified specialty items. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

(b) The STD shall not permit any of the contract work to be performed under a subcontract, unless such arrangement has been authorized by the STD in writing. Prior to authorizing a subcontract, the STD shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. The Division Administrator may permit the STD to satisfy

EXHIBIT "B"

Federal Highway Administration, DOT

§ 635.417

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006]

§ 635.413 Guaranty and warranty clauses.

The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements

will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

§ 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

***GUIDELINE FOR
ESTABLISHING CONSTRUCTION
CONTRACT DURATION***

July 2010

DISCLAIMER:

The following documentation as a whole was derived from Federal Highway Administration's Guide for Construction Contract Time Determination Procedures (TA 5080.15 dated 10/15/02)

Purpose

To provide guidelines for determining contract time for construction projects.

Authority

Sections 334.044(2) and 337.18, Florida Statutes

Background

- A. Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. Contract time often arises as an issue when there is too much time or too little time given in the contract. If too much time is allowed then the traveling public is being inconvenienced and the contractor does not appear to be aggressively pursuing the work. There may be a number of reasons for a project to appear dormant, such as weather limitations, concrete curing times, materials arriving late, etc. However, all too often the causes are traceable to excessive time originally established by the scheduling engineer to complete the project or poor contractor scheduling of construction operations. If not enough time is allowed then the contractor will submit claims for added cost and time to the contract.
- B. In many instances, the duration of highway construction projects is more critical today than it was in the past. Several of the reasons are listed below:
 - 1. There are an increasing number of resurfacing, restoration, and rehabilitation type projects being constructed under traffic, resulting in an increase in the exposure of construction workers and motorists.
 - 2. Traffic volumes on most highways are significantly greater and are continuing to increase, thereby creating a greater impact on the motoring public in both safety considerations and cost.
 - 3. Proper selection of contract time allows for optimization of construction engineering costs and other resources.
- C. In addressing the need for completing critical construction projects where it is important to minimize traffic inconvenience and delay, many States have applied non-traditional contracting methods such as Bonuses and Incentive/Disincentive specifications for early completion.

Elements in Determining Contract Time

- A. The application of written procedures for determining contract time is important so that production rates and other considerations are applied uniformly throughout the State. This document should be used in conjunction with the procedures in the ***Construction Project Administration Manual (CPAM)***, ***Section 1.2*** addresses how to classify projects based upon appropriate factors such as high traffic volumes, projects with incentive/disincentive clauses, etc. Experience and judgment should be used in the final determination for which projects are critical. These procedures also address the importance of geographical and weather differences throughout the State, which could affect contractor productivity rates. The fact that some types of work can or cannot be undertaken during certain times of the year should also be addressed. Where applicable, the affect of working under traffic also needs to be considered such as lane closure restrictions, holidays and special events.
- B. The reasonableness of the contract time included in contracts is important. If time is insufficient, bid prices may be higher and there may be an unusual number of time overruns and contractor claims. Contractors should be provided the ability to schedule work to maximize equipment and labor, and if contract time is too short, these efficiencies are more difficult to obtain resulting in higher prices. If the time allowed is excessive, there may be cost inefficiencies by both the Department and the contractor. The public may be inconvenienced unnecessarily and subjected to traveling on a roadway where safety is less than desirable for an extended period of time. In establishing contract time, the scheduling engineer should strive for the shortest practical traffic interruptions to the road user. If the time set is such that all work on a project may be stopped for an extended period (such as scheduled events) and the contractor can still complete the project on schedule, it means the contract time allowed was excessive.
- C. For most projects the essential elements in determining contract time include: (1) establishing production rates for each controlling item; (2) adopting production rates to a particular project; (3) understanding potential factors such as business closures, environmental constraints; and (4) computation of contract time with a progress schedule.

Establishing Production Rates

- A. A production rate is the quantity produced or constructed over a specified time period. Estimating realistic production rates is important when determining appropriate contract completion time. Production rates may vary considerably depending on project size, geographic location, and rural or urban setting, even for the same item of work. Production rate ranges should be established in the State's written procedures based on project type (grading, structures, etc.), size, and location for controlling items of work.

- B. In establishing production rates to be used for determining contract time, an accurate database should be established by using normal historical rates of efficient contractors. One method of establishing production rates is to divide the total quantity of an item on previously completed projects by the number of days/hours the contractor used to complete the item. Production rates based upon eight-hour crew days or per piece of equipment are recommended. Production rates developed by reviewing total quantities and total time are not recommended as they may result in misleading rates which tend to be low since they may include startup, cleanup, interruptions, etc.
- C. The most accurate data will be obtained from site visits or review of project records (i.e., field diaries and other construction documents) where the contractor's progress is clearly documented based on work effort, including work crew make up, during a particular time frame. A data file based on three to five years of historical data (time, weather, production rates, etc.) should be maintained.
- D. The production rates used should be based on the desired level of resource commitment (labor, equipment, etc.) deemed practical given the physical limitations of the project. Representatives of the construction industry are also usually willing to assist in developing rates and time schedules. Rates should be updated regularly to assure they accurately represent the statistical average rate of production in the area.
- E. Some jurisdictions apply production rate data taken from some of the published rate guides. This data may be useful as guidance; however, the relationship of these production rates to actual highway construction projects may be difficult to correlate.

OTHER FACTORS WHICH INFLUENCE CONTRACT TIME

- A. In addition to production rates, the following items should be considered when determining contract time:
 - 1. Effects of maintenance of traffic requirements on scheduling and the sequence of operations;
 - 2. Curing time and waiting periods between successive paving courses or between concrete placement operations, as well as specified embankment settlement periods;
 - 3. Seasonal limitations for certain items when determining both the number of days the contractor will be able to work as well as production rates;
 - 4. Conflicting operations of adjacent projects, both public and private;

5. Time for reviewing false-work plans, shop drawings, post-tensioning plans, mix designs, etc.;
6. Time for fabrication of structural steel and other specialty items;
7. Coordination with utilities;
8. Time to obtain necessary permits;
9. The effect of permitting conditions and/or restrictions;
10. Restrictions for nighttime and weekend operations;
11. Time of the year of the letting as well as duration of the project;
12. Additional time for obtaining specialty items or materials with long-lead requirements;
13. Other pertinent items as determined by the Scheduling Engineer.

In setting contract time it is recommended that the time is based on production rates per hour or per day on a working day basis, a conversion factor of 1.4 should be used and non work days should not be programmed into the scheduling software. If non-working days are calculated into the schedule such as holidays, keep in mind when granting day for day time.

Adapting Production Rates to a Particular Project

- A. Before time durations for individual work items can be computed, certain project specific information should be determined and some management decisions made. The relative urgency for the completion of a proposed project should be determined. The traffic volumes affected as well as the effect of detours should be analyzed. The size and location of the project should be reviewed, in addition to the effects of staging, working double shifts, nighttime operations, and restrictions on closing lanes. The availability of material for controlling items of work should be investigated. For example, it might be appropriate to consider the need for multiple crews on a specific item to expedite the completion when there are exceptionally large quantities or when there is a large impact on traffic.
- B. Procedures to accelerate project completion should be considered when construction will affect traffic substantially or when project completion is crucial. This is especially important in urban areas with high traffic volumes. When accelerating contract time for time sensitive projects, production rates should be based on an efficient contractor working more than eight hours per day, more than five days per week and possibly with additional workers. The development

and application of a separate set of production rates for critical projects is recommended.

Computation of Contract Time - Develop a Progress Schedule

- A. The contract time for most construction projects can be determined by developing a progress schedule. A progress schedule shows the production durations associated with the chosen production rates for the items of work. The time to complete each controlling item of work included in the progress schedule is computed based on the production rates applicable to that project. Items should be arranged by chronological sequence of construction operations. Minor items that may be performed concurrently should be shown as parallel activities.
- B. In determining a progress schedule it should be remembered that the start and end dates for each controlling item need to be based on the earliest date for which work on that item will begin and how long it will take to complete. The earliest start date for each activity will be determined by the completion of preceding activities, and should allow for the fact that some activities can begin before the preceding activity is entirely completed. Additional time should be also allowed in the contract for initial mobilization.

Contract Time Determination Techniques

Contract time determination techniques generally fall into the categories of bar charts and critical path techniques. These techniques are described below:

- A. Bar Charts
 - 1. Bar charts or Gantt charts are graphical representations of projects with specific completion dates and activities. Bars or lines are drawn proportional to the planned duration of each activity.
 - 2. A brief description of the procedure used to develop a bar chart to determine contract time is as follows:
 - a. The first step in developing a bar chart is to break a project down into separate activities or operations necessary for project completion.
 - b. Once all the activities necessary to complete a project have been listed, the duration and completion date of each activity needs to be determined based on production rates.
 - c. With this data established, the bar chart can be prepared. A line or bar is drawn on the chart showing the time when work will be performed for each activity. The resulting diagram will represent a

project, showing when each activity will be undertaken and completed.

- d. With bar charts, the progress of a project may be monitored for each activity by drawing a bar or line below the original scheduled performance to show the actual duration for each activity as it is completed.
3. Bar charts are advantageous in that they are simple to develop and easy to understand, and they offer a good method of determining contract time. Some disadvantages are that they do not show the interrelationship and inter-dependency among the various phases of work. Bar charts are difficult to properly evaluate when construction changes occur. Also, controlling items are shown in the same manner as minor items, thus making it more difficult to determine which items actually control the overall time progress of the project. The use of bar charts are not recommended for contract administration and project management of large or complex construction projects.

C. Critical Path Method (CPM)

The Critical Path Method (CPM) focuses on the relationship of the critical activities, specifically, those which must be completed before other activities are started. Working from the project's beginning and defining individual project tasks and the number of days to perform each task, a logical diagrammatic representation of the project is developed. A CPM depicts which tasks of a project will change the completion date if they are not completed on time. The evaluation of critical tasks allows for the determination of the time to complete projects. Because of the size and complexity of most projects, this method is most often applied using a computer software program. Within the CPM software, the ability to use a Program Evaluation Review Technique (PERT) provides a breakdown of each activity to boxes. This enables the user to view the connection of relationships to each activity. CPM software also has the ability to display the contract time in a bar chart view as well.

1. The first step in applying the CPM method is to break a project down into separate tasks or operations necessary for project completion. Each of these separate operations or processes is called an activity. The completion of an activity is called an event.
2. Once all the activities necessary to complete a project have been listed, the relationship of these activities to one another needs to be determined. In some instances, several activities can be undertaken concurrently, and at other times, certain activities cannot be undertaken until others have been completed. Generally, when determining the sequence of operations, some questions need to be asked such as: "What needs to be

done before proceeding with this activity" or "what can be done concurrently?" Every activity has a definite event to mark its relationship with others with respect to completing a task.

3. In working with this procedure, a diagrammatic representation of the project is developed showing the correct sequence and relationship of activities and events. Each activity is shown as an arrow leading to a node, which indicates the completion of an event or the passage of time. The start of all activities leaving a node depends on the completion of all activities entering a node. Therefore, the event represented by any node is not achieved until all activities leading to the node have been completed. The resulting diagram will be a schematic representation of a project, showing all the relevant activities and events in correct sequence.
4. An actual time can be set to each activity based on production rates and other appropriate factors. The time to complete each activity is then shown on each arrow to indicate the duration. The "early start" for each activity is the earliest point in time that an activity can start, provided that all activities before it have finished. This is not necessarily the point in time that it will start; however, it is the earliest time that it can start. The "early finish" for an activity is merely the duration of the activity after its early start. As is the case with the "early start," this is not necessarily the point in time that the work represented by the activity will be over, but is the earliest point in time that it can occur. A "finish" date in CPM is the first day after the physical completion of the activity. The completion time of a project is the sum of the longest time path leading to completion of the project.
5. The optimum time and cost for performing the project can be evaluated by assigning resources i.e. equipment, labor hours, and materials to each activity. The diagrammatic representation of the project then provides a means to evaluate the costs incurred with respect to the completion of specified activities.
6. Advantages of using the CPM include:
 - It is an accurate technique for determining contract time and verifying that the project can be constructed as designed and with identified construction sequences;
 - It is a useful tool for project managers in monitoring a project, especially when dealing with relationships of work items with respect to time; and
 - Activities responsible for delays can be identified and corrective measures to keep a project on schedule can be determined.

7. Disadvantages of using the CPM include:

- The CPM requires experienced and knowledgeable staff to be used effectively;
- They require regular updates to assure that the contractor's operation is accurately represented.

Other Project Considerations

Construction time on certain projects such as lighting or signalization may be governed by the long lead-time necessary to obtain materials. To minimize traffic disruption, the contract may specify a completion date several months after the notice to proceed, but the contractor should be limited to a relatively short on-site time. This may be accomplished by including in the contract a "conditional notice to proceed" clause which would allow a specified amount of time to purchase and assemble materials followed by issuance of a full work order which would be issued upon expiration of the assembly period or sooner, upon the contractor's request.

Delayed or flexible notice-to-proceed dates may be appropriate for certain projects where the ultimate completion date is not critical. The contracting agency may wish to provide a notice-to-proceed window in order to increase the probability of a competitive bid where only a limited number of contractors are available to perform the work. Such projects may include:

- Projects that consist of specialized work (seal coats, highway planting, pavement grooving or bridge painting) where a large number of these projects are being advertised within a short time period;
- Projects with a very limited number of working days;
- Building projects.

This allows the contractor to schedule this contract with consideration of other work he/she may have in the same paving season. Net benefits include lower project inspection cost and a minimal disruption to traffic.

An option that may be applicable to some projects is dividing a project into phases with each phase having its own completion date. This may be applicable when coordinating with other projects or activities in the area in order to meet tight deadlines.

BASIS OF PRODUCTION RATES:

The production rates shown are divided into 3 categories: low, average and high. The **low** rate is typically used on projects where there are large numbers of intersections, driveways, high congested traffic and a large number of existing utilities which may interfere with the proposed construction. The **average** rate is typically used in projects where there are minimum existing utilities, low to medium traffic volume/congestion with minimal intersections and driveways. The **high** rate is typically used on rural and limited access facilities.

SCOPE OF WORK DEFINITIONS:

R.O.W. Preparation:

Clearing and grubbing (Acres): The removal of top soil, trees, minor physical objects and other vegetation from the construction site using mechanical equipment.

Excavation (C.Y.): The removal and transporting of in situ soils on the construction site using mechanical equipment.

Embankment (C.Y.): The placing and compaction of soil on the construction site using mechanical equipment.

Drainage Structures/Storm Sewers:

Storm Sewers (L.F.): The excavation, installation, and backfilling of drainage or sewer pipes including structures.

Box Culverts (C.Y.): The excavation, forming, reinforcing, pouring, finishing, stripping, and backfilling of cast in place concrete box culverts on the construction site. If using pre-cast units, then the units should be changed to L.F. and appropriate production rates substituted.

Inlets & manholes (Each): The installation of pre-manufactured inlets manholes for drainage or sewer systems. Time is included in Pipe.

Bridge Structures:

(Note: The production rates on several items appear low since they must include time for the total scope of activities necessary to complete an item.)

Cofferdams (S.Y.): The installation, dewatering and minor excavation associated with building a cofferdam system for a bridge construction site.

Sheet Piling (S.F.): The installation of sheeting for retaining walls and deep excavations. Do not add to cofferdams.

Piling (L.F.): The installation of piling for bridge foundations.

Footings (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge footings.

Columns, Caps & Bents (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge columns, caps and bents.

Wingwalls (S.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete wingwalls for bridges.

Bridge deck (total depth) (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge decks. The production rates have been set to include time for all components of the deck, including precast plank under slab, thus the full depth of the deck is used to calculate quantity.

Bridge curbs/walks (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge curbs and walkways.

Bridge handrails (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete bridge handrails.

Retaining walls (S.F.): The layout, excavation, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete retaining walls. The time for precast proprietary wall systems is included in embankment.

Base Preparations:

Stabilized Roadbed (S.Y.): The placement, mixing and compaction operations involved in the stabilization of subgrade soils.

Base material (S.Y.): The placement, mixing and compaction of flexible base material.

Hot mix asphalt base (Ton): The laydown and compaction of hot mix asphalt concrete base course material. The production rates are taken from the graph for plant mix.

Curb and gutter (L.F.): The layout and construction of new roadway curb and gutter using automated equipment or forms and hand finish.

Concrete pavement repair (S.Y.): The removal and replacement of sections of unsatisfactory or failed Portland cement concrete pavement.

Milling/planning (S.Y.): The removal of the surface level of existing pavements using automated milling or planning equipment.

Plant mixed surfaces (Ton): The laydown and compaction of hot mix asphalt concrete surface course material. The production rate is taken from the graph for Plant Mix.

Asphalt Friction Course (1 course) (Ton): The laydown and compaction of asphalt concrete friction course material.

Cement Concrete paving (Rebar + curing) (S.Y.): The layout, reinforcing, placing, curing and jointing of Portland cement concrete pavement.

Precast traffic barriers (L.F.): The layout and installation of precast concrete traffic barriers. If barriers are to be cast in place, then the units should be changed to C.Y. and the production rates adjusted accordingly.

Permanent Signing and Traffic Signals:

Small Signs (Each): The installation of small highway information and warning signs mounted on metal posts driven into soil along a highway.

Overhead signs (Each): The installation of large highway information and directional signs mounted on metal frames over a highway. It is assumed that the footings and poles that support
The frames are already in place.

Major traffic signals (Each): The installation of automated traffic signals and their support systems at highway intersections.

Pavement markings (L.F.): The application of paint or thermoplastic pavement marking materials to a highway pavement.

Raised Pavement Markers (RPM) (Ea.): The application of adhesive and raise pavement markers.

Seeding (S.Y.): The seeding of grasses, application of fertilizer and mulch, and cutting into soil.

Final clean-up (Sta.): The removal of debris, dirt and other construction materials from a highway pavement and adjacent right of way at the end of a construction project. The time for this activity is included in "General Time".

Structure demolition (WKDAYS): The demolition and removal of the materials for large structures (multi-story buildings, retaining walls, towers underground tanks, etc.) from the right of way of new construction projects.

Remove old structures (small) (WKDAYS): The demolition and removal of the materials for small structures (Single-story wood buildings, storage sheds, fences, road signs,

etc.) from the right of way of new construction projects. Time for this is included in clearing and Grubbing.

Bridge demolition (WKDAYS): The demolition and removal of all materials for an existing bridge structure and related appurtenances (approaches, gates, signals, etc.).

Erect temporary bridge (WKDAYS): The layout and construction of a temporary bridge structure and related appurtenances for a highway construction project.

Remove temporary bridges (WKDAYS): The demolition and removal of all materials for a temporary bridges structure and related appurtenances for a highway construction project.

PRODUCTION RATES

The following Excel spreadsheet link is a compilation of statewide rates ranging from low to high. Although this list is extensive, it may not include a production rate relevant to a particular project. Other sources may need to be perused to achieve the required rates for a particular scope of work within that contract.

Production Rates (Statewide)

Ho, Kenny

From: Vacchiano, Vincent <Vincent.Vacchiano@dot.state.fl.us>
Sent: Thursday, June 25, 2015 4:32 PM
To: Ho, Kenny
Cc: Momberger, Margaret; D5-Construction Special Projects; Mikal Hale; Gomez, Joseph; D5-LAP Admin; Lisicki, Marcus; Ambare, Sameer
Subject: RE: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD
Attachments: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD; RE: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD - Certified Bid Tabulation; RE: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD - Certified Bid Tabulation; 433666-1-58-01 Executed LAP Agreement and NTP - 03-31-15.pdf

Hello Kenny,

It was good talking with you also. Based upon the collective data that you furnished including the attached prospective re-bid matrix it appears that re-advertising the project would likely not increase competition and subsequently would not yield lower bids. This combined with the additional administrative overhead to re-advertise substantiates the City's intent to award. Accordingly, the Department concurs with the City's recommendation to award to the lowest responsive bidder Masci Corporation in the amount of \$205,840.14. While this low bid amount exceeds the engineer's estimate by \$69,364.48 it is actually less than the Federal construction funding in the LAP Agreement resulting in an excess of \$63,361.86.

With respect to the LAP Supplemental Agreement our Local Government Programs Office is copied on this email and they will respond directly to your request to have the supplement prior to 7/1/15.

Once you have the council agenda item please forward it and provide a schedule update due to the delay. Keep us posted as you proceed with your procurement activities. Also, the two bids received by the City were considerably higher than the engineer's estimate. Construction costs have been trending upward and this should be factored into future LAP project construction estimates so we do not have significant surpluses or shortfalls.

Thanks.

Vincent E. Vacchiano
Construction Manager
FDOT District Five Construction
719 S. Woodland Blvd. MS 3-506
DeLand, FL 32720-6834
Tel: (386)943-5406
Email: Vincent.Vacchiano@dot.state.fl.us



From: Ho, Kenny [mailto:kho@port-orange.org]
Sent: Wednesday, June 24, 2015 9:15 AM
To: Vacchiano, Vincent
Cc: Momberger, Margaret; D5-Construction Special Projects; Mikal Hale; Gomez, Joseph
Subject: RE: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD

Good morning Vince:

It was good talking with you yesterday. Per our conversation, the City intend to award the bid to Masci as the low and responsive bid. We are planning to taking this bid award to City Council on July 21st. Could you please send us the LAP supplemental agreement package to take to City Council? If possible could you send the package before July 1st. Many thanks.

Kenny

From: Vacchiano, Vincent [<mailto:Vincent.Vacchiano@dot.state.fl.us>]
Sent: Tuesday, June 16, 2015 5:26 PM
To: Ho, Kenny
Cc: Momberger, Margaret; D5-Construction Special Projects
Subject: RE: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD

Hello Kenny,

Received. I will give you a call tomorrow if you're available. With your matrix as support we can look at awarding the current solicitation. Thx.

Vincent E. Vacchiano
Construction Manager
FDOT District Five Construction
719 S. Woodland Blvd. MS 3-506
DeLand, FL 32720-6834
Tel: (386)943-5406
Email: Vincent.Vacchiano@dot.state.fl.us



From: Ho, Kenny [<mailto:kho@port-orange.org>]
Sent: Tuesday, June 09, 2015 4:50 PM
To: Vacchiano, Vincent
Cc: Momberger, Margaret
Subject: 433666-1-58-01 HERBERT ST WB RIGHT TURN LANE AT CLYDE MORRIS BLVD

Good afternoon Vincent:

Please see attached matrix survey regarding possible prime contractor interest in re-bidding this project. It appears the possible is very slim to see more prime bidding on this job. Please call me to discuss at 386.506.5665 when you have some time. Thanks

Kenny

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Port Orange officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the City of Port Orange. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Port Orange officials and employees regarding public business are public records available to the public and

media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the City of Port Orange. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows: *Right turn lane construction in the Herbert Street right of way.*

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *City of Port Orange Bid No. 15-15, Herbert Street westbound right turn lane (Sta. 9+49.44 to Sta. 15+00.30)*

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: *City of Port Orange Bid No. 15-15, Herbert Street westbound right turn lane (Sta. 9+49.44 to Sta. 15+00.30)*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Traffic Engineering Data Solutions, Inc. (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 45 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 75 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$1,074.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ N/A

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

See Attached Exhibit No. 1

Total of all Bid Prices (Unit Price Work) \$205,840.14

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended

50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor’s receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. Other bonds (pages N/A, inclusive).
 - 4. General Conditions (pages 1 to 68, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages 1 to 5, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
 - 6. Specifications and Division 1 – General Requirements/Specifications consisting of __ pages as listed in the table of contents of the Project Manual.

ROADWAY PLANS

01	KEY SHEET
02	SUMMARY OF PAY ITEMS
03	GENERAL NOTES

04	TYPICAL SECTION
05 – 06	PLAN VIEW
07 – 08	CROSS SECTIONS
09 – 10	SIGNING & PAVEMENT MARKING
11	SIGNALIZATION NOTES
12	SIGNALIZATION PLAN
13 – 14	CONSTRUCTION DETAILS
15 – 16	SWPPP NOTES & DETAILS

DIVISION 1 – GENERAL REQUIREMENTS/SPECIFICATIONS

01160	PROJECT MEETINGS
01275	LOCATION, SCOPE, AND SPECIAL REQUIREMENTS
01300	FDOT OFF-SYSTEM LAP SPECIFICATIONS (“BIG 4” SPECIFICATIONS)
01320	FDOT LAP FEDERAL REQUIREMENTS

7. Addenda (numbers 1 to 3, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid and schedule of Unit Prices (pages 1, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A, inclusive).
 - c. Exhibit No. 2 Contractor’s Submittal.

Affidavit Regarding Workmen’s Compensation

Certificate of Insurance for Workmen’s Compensation
 - d. Composite Exhibit No. 3 City’s Bid Request No. 15-15 (not attached, on file with City Clerk’s office)
 - e. Exhibit No. 4 Local Agency Program FPID No. 433666-1-58-01 Federal Aid No. 4224-080-C
 - f. Exhibit No. 5 Negative Supplemental Agreement
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

Masci Corporation, a Florida Corporation

By: Leonel Masci

Title: President

Date: _____

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

5752 South Ridgewood Avenue

Harbor Oaks, Florida 32127

LETICIAMASCI@CFL.RR.COM

License No.: CGC1509397



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Award of RFSQ #15-16 Professional CEI Services: Herbert Street Westbound Right Turn Lane at Clyde Morris

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to award RFSQ #15-16 Professional Construction Engineering and Inspection Services: Herbert Street Westbound Right Turn Lane at Clyde Morris Blvd. to Quentin L. Hampton Associates, Inc. (QLHA); award a contract in the amount of \$26,614 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The Herbert Street westbound right turn lane and intersection improvements at Clyde Morris Blvd are a Local Agency Project (LAP) in which the construction and construction engineering inspection (CEI) are 100% funded by the FDOT. The City's match has already been provided by funding the design of the project. RFSQ #15-16 was solicited to select the most qualified CEI firm to oversee the construction phase for FDOT compliance.

Four CEI firm proposals were evaluated and ranked by a selection committee comprised of Branford Adumuah – Public Works Director, Margaret Momberger – Construction & Engineering Manager, Kenny Ho – Interim Community Development Engineer, and Alex Schumann – Engineer on May 12, 2015. Of the four proposals, QLHA was ranked #1 and deemed to be the most qualified for this scope of work. In accordance with the Consultant's Competitive Negotiation Act (CCNA) staff negotiated the proposed contract with QLHA in the amount of \$26,614. Based on the scope of work this amount is considered fair, competitive, and reasonable compensation. FDOT has provided their concurrence with the recommendation to award this contract for professional services to QLHA.

Project No.: PNC014 Funding Account No.: 312-4300-541-63-97

ATTACHMENTS:

1.	15-16 Committee Evaluation/Final Ranking and FDOT Required Documents	15-16 Shortlist and FDOT Docs.pdf
2.	FDOT email authorizing negotiations w QLHA	FDOT email authorizing negotiations.msg
3.	Standard Contract for Services	Standard Contract for Services.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/09/2015
Approved - 07/09/2015
Approved - 07/15/2015
Approved - 07/16/2015
Final Approval - 07/16/2015



The City of Port Orange



Committee Evaluation Tab

SUMMARY: FINAL RANKING

RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Meeting date: May 12, 2015 3:00PM, 2nd Floor Conference Room, City Hall

Committee member	DRMP	Jordan & Associates Consulting	Quentin L. Hampton Associates	Target Engineering Group
Donald O. Burnette, Councilman	N/A	N/A	N/A	N/A
Margaret Momberger, Construction & Engineering Manager	90	75	85	80
Branford Adumuah, Public Works Director	86	62	93	61
Kenny Ho, Engineer	92	85	93	88
Alex Schumann, Engineer	85	68	86	75
Total points:	353 ✓	290 ✓	357 ✓	304 ✓
Rank:	2	4	1	3

Evaluation Committee for this RFP:

Donald O. Burnette, Councilman

Margaret Momberger, Construction & Engineering Manager

Branford Adumuah, Public Works Director

Kenny Ho, Engineer

Alex Schumann, Engineer

Notes: (Top ranked firm)

1. Quentin L. Hampton



The City of Port Orange



Evaluation Tab

FINAL RANK PROPOSERS

RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Meeting date: May 12, 2015 3:00PM, 2nd Floor Conference Room, City Hall

	Professional Qualifications of Firm and Experience with CEI Projects (40 points Max)	Professional Qualifications of Staff to be Assigned to Project (40 points max.)	Overall Performance Record of Firm (10 points max.)	Recent, Current & Projected Workloads (10 points max.)	Total Score (100 Points Max.)	FINAL Rank Rank (1-4)
DRMP	35	35	8	8	86 ✓	2 ✓
Jordan & Associates Consulting	28	18	8	8	62 ✓	3 ✓
Quentin L. Hampton Associates	38	38	9	8	93 ✓	1 ✓
Target Engineering Group	25	20	8	8	61 ✓	4 ✓

Evaluation Committee for this RFP:

Donald O. Burnette, Councilman

Margaret Momberger, Construction & Engineering Manager

Branford Adumuah, Public Works Director

Kenny Ho, Engineer

Alex Schumann, Engineer

Name: Branford N. Adumuah

Signature: [Signature]

Date: 5/12/15



The City of Port Orange

Evaluation Tab



FINAL RANK PROPOSERS

RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Meeting date: May 12, 2015 3:00PM, 2nd Floor Conference Room, City Hall

	Professional Qualifications of Firm and Experience with CEI Projects (40 points Max)	Professional Qualifications of Staff to be Assigned to Project (40 points max.)	Overall Performance Record of Firm (10 points max.)	Recent, Current & Projected Workloads (10 points max.)	Total Score (100 Points Max.)	FINAL Rank Rank (1-4)
DRMP	38	38	8	8	92✓	2✓
Jordan & Associates Consulting	38	33	7	7	85✓	4✓
Quentin L. Hampton Associates	37	39	9	8	93✓	1✓
Target Engineering Group	38	35	8	7	88✓	3✓

Evaluation Committee for this RFP:

Donald O. Burnette, Councilman

Margaret Momberger, Construction & Engineering Manager

Branford Adumuah, Public Works Director

Kenny Ho, Engineer

Alex Schumann, Engineer

Name:

KENNY HO

Signature:

Date:

MAY 12, 2015



The City of Port Orange

Evaluation Tab



FINAL RANK PROPOSERS

RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Meeting date: May 12, 2015 3:00PM, 2nd Floor Conference Room, City Hall

	Professional Qualifications of Firm and Experience with CEI Projects (40 points Max)	Professional Qualifications of Staff to be Assigned to Project (40 points max.)	Overall Performance Record of Firm (10 points max.)	Recent, Current & Projected Workloads (10 points max.)	Total Score (100 Points Max.)	FINAL Rank Rank (1-4)
DRMP	35	33	9	8	85✓	2✓
Jordan & Associates Consulting	25	30	8	5	68✓	4✓
Quentin L. Hampton Associates	36	30	10	10	86✓	1✓
Target Engineering Group	30	30	9	6	75✓	3✓

Evaluation Committee for this RFP:

Donald O. Burnette, Councilman

Margaret Momberger, Construction & Engineering Manager

Branford Adumuah, Public Works Director

Kenny Ho, Engineer

Alex Schumann, Engineer

Name:

Alex Schumann

Signature:

[Handwritten Signature]

Date:

5/12/15



The City of Port Orange

Evaluation Tab



FINAL RANK PROPOSERS

RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Meeting date: May 12, 2015 3:00PM, 2nd Floor Conference Room, City Hall

	Professional Qualifications of Firm and Experience with CEI Projects (40 points Max)	Professional Qualifications of Staff to be Assigned to Project (40 points max.)	Overall Performance Record of Firm (10 points max.)	Recent, Current & Projected Workloads (10 points max.)	Total Score (100 Points Max.)	FINAL Rank Rank (1-4)
DRMP	40	35	5	10	90 ✓	1 ✓
Jordan & Associates Consulting	35	30	5	5	75 ✓	4 ✓
Quentin L. Hampton Associates	35	35	5	10	85 ✓	2 ✓
Target Engineering Group	35	35	5	5	80 ✓	3 ✓

Evaluation Committee for this RFP:

Donald O. Burnette, Councilman

Margaret Momberger, Construction & Engineering Manager

Branford Adumuah, Public Works Director

Kenny Ho, Engineer

Alex Schumann, Engineer

Name:

Margaret Momberger

Signature:

Margaret Momberger

Date:

5/12/2015



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

RFSQ Opening Tabulation Total

RFSQ Opening: Tuesday April 14, 2015 at 2:30 p.m.
2nd Floor Conference Room

RFSQ # 15-16: PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES: HERBERT STREET

Bid Release Date: **March 13, 2015**

Non-Mandatory Pre-Proposal Meeting Date & Time: **March 24, 2015 at 10:00 a.m.**

Last Day for Questions: **March 31, 2015 by 5:00 p.m.**

Proposal Due Date & Time: **April 14, 2015 2:30 p.m.**

Proposal packages shall be submitted using a one (1) envelope system. The envelope shall contain all required forms and technical forms. The envelope will be opened and evaluated by the City's Purchasing Manager on April 14, 2015 at 2:30 p.m.

ADDENDA ISSUED: 1

Bidder's Submittal Checklist:

Envelope: (1) original and (5) copies and (1) electronic version
(tabbed, indexed, and placed in the following order):

Forms:

- ☐ 1: Proposer acknowledgement form: (page 3)
- ☐ 2: Submittal requirements
 - a) Professional Qualifications of Firm and Experience with CEI Projects
 - b) Professional Qualifications of Staff to be Assigned to Project
 - c) Overall Performance Record of Firm
 - d) Recent, Current & Projected Workloads (SF 330)
- ☐ 3: Insurance certificates: (page 16)
- ☐ 4: Public entity crime form: (page 17)
- ☐ 5: Anti-collusion statement: (page 18)
- ☐ 6: Drug free/tie preference statement: (page 19)
- ☐ 7: Certification regarding debarment for federal aid contracts: (page 20)
- ☐ 8: Conflict of Interest Certification for Consultant/Contractor: (page 21)
- ☐ 9: Certification for Disclosure of Lobbying Activities: (page 22)

RFSQ # 15-16: PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES: HERBERT STREET

Proposal Receipt List

15-16 Envelope Requirements 1 Original, 5 Copies, 1 CD or Flash		Jordan & Associates Consulting	DRMP Inc.	Target Engineering Group	Quentin L. Hampton Associates, Inc.
1	Proposer Acknowledgement Form	X	X	X	X
2	Submittal Requirements (Letters of Interest)	X	X	X	X
	a) Professional Qualifications of Firm and Experience with CEI Projects	X	X	X	X
	b) Professional Qualifications of Staff to be Assigned to Project	X	X	X	X
	c) Overall Performance Record of Firm	X	X	X	X
	d) Recent, Current & Projected Workloads (SF 330)	X	X	X	X
3	Insurance Certificates	X	X	X	X
4	Public Entity Crime Statement	X	X	X	X
5	Anti-Collusion Statement	X	X	X	X
6	Drug Fee / Tie Preference Statement	X	X	X	X
7	Certification Regarding Debarment for Federal Aid Contracts	X	X	X	X
8	Conflict of Interest Certification for Consultant/Contractor	X	X	X	X
9	Certification Disclosure of Lobbying Activities	X	X	X	X

The following information is a record of the submitters as received at the time of opening. All proposals are subject to review by the City and award requires a formal contract and approval by City Council.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager



CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

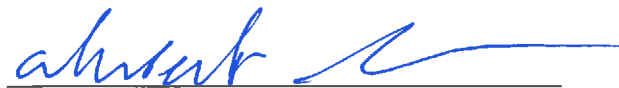
- a. EMPLOYEE NAME: Alexander Schumann
- b. DEPARTMENT: Public Utilities
- c. PHYSICAL ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- d. MAILING ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32129
- f. TELEPHONE NUMBER: (386) 506-5756

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Alexander Schumann


Signature

5/7/15

Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

- a. EMPLOYEE NAME: Branford N. Adumuah
- b. DEPARTMENT: Public Works
- c. PHYSICAL ADDRESS: 407 Virginia Ave, Port Orange, FL
- d. MAILING ADDRESS: 407 Virginia Ave, Port Orange FL
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32127
- f. TELEPHONE NUMBER: (386) 506-5575

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Branford N. Adumuah


Signature

5/11/15
Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE PROF. CONST. ENGR. INSP. SERV.
HERBERT ST.

1. EMPLOYEE INFORMATION

a. EMPLOYEE NAME: KENNY HO

b. DEPARTMENT: COMM. DEV.

c. PHYSICAL ADDRESS: 1000 CITY CENTER CIR P.O. 52129 ^{FL}

d. MAILING ADDRESS: SAME

e. CITY, STATE, ZIP CODE: _____

f. TELEPHONE NUMBER: (386) 506-5665

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) KENNY HO

[Signature]
Signature

APRIL 24, 2015
Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

- a. EMPLOYEE NAME: Margaret E. Momberger
- b. DEPARTMENT: Community Development
- c. PHYSICAL ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- d. MAILING ADDRESS: 1000 City Center Circle,
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32129
- f. TELEPHONE NUMBER: (386) 506-5661

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Margaret E. Momberger

Margaret E. Momberger
Signature

5/7/2015
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**

375-030-32
PROCUREMENT
10/01

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By

Authorized Signature

Date: 4/9/15

Title: Vice President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

SERVING IN THE ROLE OF PROJECT MANAGER FOR THE DEPARTMENT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): RFSQ #15-16: Professional Construction Engineering Inspection Services: Herbert Street

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Printed Names	Signatures	Date
Mark E. Puckett, PE		4/9/15
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: DRMP, Inc.

By: Mark E. Puckett, PE Date: 4/9/15

Authorized Signature: 

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Jordan & Associates Consulting, Inc.

By 
Authorized Signature Daniel Jordan

Date: 4/13/15

Title: Treasurer

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

SERVING IN THE ROLE OF PROJECT MANAGER FOR THE DEPARTMENT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): RFSQ -15-16 Professional Construction Engineering Services - Herbert Street

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Printed Names

Signatures

Date

DANIEL JORDAN



4/13/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Jordan & Associates Consulting, Inc.

By: Daniel Jordan

Date: 4/13/2015

Authorized Signature: 

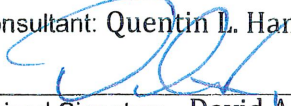
Title: Treasurer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Quentin L. Hampton Associates, Inc.

By 
Authorized Signature David A. King, P.E.

Date: April 13, 2015

Title: Vice President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR

375-030-50
PROCUREMENT
01/12

SERVING IN THE ROLE OF PROJECT MANAGER FOR THE DEPARTMENT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): Herbert Street WB Right Turn Lane at Clyde Morris Boulevard

Financial Project Number(s): 433666-1-68-01

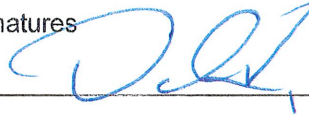
Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Printed Names

Signatures

Date

David A. King, P.E.



April 13, 2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Quentin L. Hampton Associates, Inc.

By: David A. King, P.E.  Date: April 13, 2015

Authorized Signature: _____

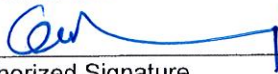
Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By 
Authorized Signature

Date: April 8, 2015

Title: President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

SERVING IN THE ROLE OF PROJECT MANAGER FOR THE DEPARTMENT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

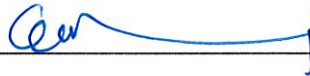
Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Printed Names

Signatures

Date

GOVINDRAJ RAJAGASWAMY



APRIL 8TH, 2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

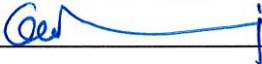
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Target Engineering Group, Inc.

By: Govindraj Rangaswamy, P.E. Date: April 8, 2015

Authorized Signature: 

Title: President



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 4401 Eastport Parkway, 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 the City of Port Orange, professional construction engineering inspection services for the construction of the Herbert Street west bound turn lane at Clyde Morris Boulevard FPN: 433666-1-68-01, FAN: 4224-080-C (the "Project"), pursuant to Request for Statement of Qualifications No. 15-16 and more specifically described in Scope of Services and Fee Estimate dated June 24, 2015 attached hereto as Exhibit "1".

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

Term: The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until final completion of construction described herein (the "Term").

Manner and Place: As outlined in Request for Statement of Qualifications No. 15-16, Exhibit "1" and in Construction Plans prepared by Traffic Engineering Data Solutions, Inc. attached hereto as Exhibit "2", 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. Federally funded professional service contracts federal and state requirement documents are attached hereto as "Exhibit "3".

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

Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 and/or a written Purchase Order issued and executed by the City and signed by the Contractor.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Twenty-Six Thousand, Six Hundred Fourteen and 00/100 Dollars (\$26,614.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Construction and Engineering Manager, Margaret Momberger, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. 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.

5. 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.

6. 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.

7. 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.

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

9. 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.

10. 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>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Notification of Performance Evaluation. The City shall assign one of their personnel as Project Manager to monitor the consultant's performance and ensure that quality products are received. This person must be a public employee that is in responsible charge. The City's Project Manager shall:

(a) Negotiate supplemental amendments to existing agreements and provide the City's independent estimate of the costs for the work involved.

Supplemental agreements may only be made for the type of services and work included within the original scope of services. Services outside the scope of work established in the original contract are not eligible for federal reimbursement unless they are solicited under a separate agreement.

(b) Ensure no work is done or costs incurred until the agreement(s) and supplement(s) are approved by the Department.

(c) Act as the contact between the City and the consultant to ensure compliance with the terms of the agreement.

(d) Monitor the consultant's progress reports to ensure that progress follows the schedule and the consultant reports problem areas and takes corrective action.

(e) Establish controls to monitor the time for completion of each agreement to ensure the consultant does not exceed specified time limitations.

(f) Validate the accuracy and approve invoices to ensure they match up to the work performed. The City should keep cumulative cost records for each agreement to ensure costs are allowable, allocable, and reasonable.

(g) Establish controls to prevent payment greater than the agreement amount.

(h) Monitor the consultant to ensure compliance with the Equal Employment Opportunity (EEO) provisions of the agreement.

(i) Monitor and validate any DBE/Minority Business Enterprise participation and compliance.

(j) Perform the final performance evaluation of the consultant, provide a copy of the evaluation to the consultant, and upload the evaluation to LAPIT for the project record.

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

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

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

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

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

20. Homeland Security. In accordance with Gubernatorial Executive Order 11-116, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- (a) All new employees hired by the Contractor during the term of the grant agreement to perform employment duties within Florida; and
- (b) All new employees hired by any contractor or subcontractor assigned to perform work pursuant to this Contract with the City.

The City shall consider the employment by any vendor of unauthorized aliens 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 this Contract.

21. 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.

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

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

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

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

26. Notice. For purposes of this 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: Margaret Momberger, Construction and Engineering Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5661

Contractor: Quentin L. Hampton Associates, Inc.
Attention: Brad T. Blais, P.E.
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Facsimile

P.O. Drawer 290247
Port Orange, Florida 32129-0247

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: _____

Brad T. Blais, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Brad T. Blais, as President of Quentin L. Hampton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4964]

**CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE
CONSTRUCTION ENGINEERING INSPECTION SERVICES**

**HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BOULEVARD
FPN: 433666-1-68-01, FAN: 4224-080-C
Revised 6/24/15**

SECTION 1 - PROJECT SCOPE

- 1.1 This project consists of construction of a right turn lane on West bound Herbert Street at Clyde Morris Blvd. Project involves milling & resurfacing and full depth pavement in the turn lane portion. The project will include construction of 4" thick concrete sidewalks and 6" thick concrete slab for Bus Stop, curb& gutter, installation of detectable warning surfaces, installation of new signs and removal and relocation of some existing signs, signing and pavement markings, crosswalks, fire hydrant adjustment, valve adjustment for force main, sewer pipe adjustment, sodding and maintenance of traffic. Construction will also include installation of pedestrian signal poles and associated ITS equipment, conduits and splice boxes.

Termini - Clyde Morris Blvd to about 550 ft. on Herbert Street
Project Length - 0.104 mile

The term of the contract will begin upon the issuance of a notice to proceed and/or a purchase order. The contract will continue until completion of the construction and acceptance of the project known as Herbert Street Westbound Turn Lane at Clyde Morris.

Following the award and completion of the project, the City of Port Orange will perform an evaluation of the consultant.

SECTION 2 - GENERAL

- 2.1 The CEI ENGINEER will provide CEI Services during the construction contract and schedule. The CEI ENGINEER will provide personnel to observe the Contractor's work during the execution of the Construction Contract.
- 2.2 The CEI ENGINEER will provide a Senior Project Engineer and a Project Administrator as required by FDOT policies and procedures to manage and oversee the Construction Contract. Inspectors will be provided as required to observe construction activities.

SECTION 3 - BASIC SERVICES OF THE ENGINEER

- 3.1 The CEI ENGINEER will follow FDOT's Construction Project Administration Manual (CPAM) for all CEI activities because the improvements are being paid for by FDOT through a LAP Agreement.
- 3.2 The CEI ENGINEER will serve as the CITY's professional engineering representative in those phases of the project to which this Scope of Services applies, and will give consultation and advice to the CITY during the performance of his services.
- 3.3 The CEI ENGINEER will engage a materials testing firm to provide Quality Assurance testing for asphalt, concrete, and earthwork and inspection of same. A \$2,000 allowance for such has been included. The CEI ENGINEER's Senior Project Engineer will review the Contractor's MOT for compliance with contract requirements.
- 3.4 The CEI ENGINEER will prepare the agenda for and conduct the preconstruction meeting. The CEI ENGINEER will issue meeting minutes as a follow up to the meeting to all attendees in compliance with section 3.1 of CPAM.
- 3.5 The CEI ENGINEER shall review and approve the Contractor's Quality Control Plan (QCP) which requires the Contractor to be responsible for materials sampling, testing, and inspection. The CEI ENGINEER, per the FDOT Construction Project Administration Manual (CPAM), Section 3.2.5, has the primary function of performing Quality Assurance (QA) by ensuring the Contractor follows the approved QCP. The CEI ENGINEER shall submit a QA Plan as required by CPAM. When the Contractor does not follow the QCP then it will be documented in the Daily Work Report, discussed below, and remedied per procedure outlined in the CPAM.
- 3.6 The CEI ENGINEER will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CEI ENGINEER will coordinate review and approval of the shop drawings by the Design Engineer and maintain a shop drawing log to keep track of the submittals.
- 3.7 The CEI ENGINEER will assist the CITY in issuing all instructions to the Contractor and assist in the preparation of routine Change Orders as may be required. The CEI ENGINEER may, as a designated project representative by the CITY, require special inspection or testing of the work (whether or not fabricated, installed or completed). The CEI ENGINEER will coordinate with the CITY and Design Engineer to respond to RFI's from the Contractor.

- 3.8 The CEI ENGINEER will conduct bi-weekly progress meetings throughout the duration of the project. The CEI ENGINEER will issue meeting minutes as a follow up to the meeting to all attendees.
- 3.9 The CEI ENGINEER shall on a daily basis field review the Contractor's work and report same on the FDOT Daily Work Report. Any QCP lapses by the Contractor will be reported on this form.
- 3.10 Based on the CEI ENGINEER's on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, review of this information with the CITY Project Representative, review of supporting data, and information received from the CITY, the CEI ENGINEER will determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations to constitute representations to the CITY, that are expressions of the CEI ENGINEER's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval). The CEI ENGINEER will review the Contractor's submittal of *Certification Disbursement of Previous Periodic Payments to Subcontractors, FDOT Form No. 700-010-38*. Should the Contractor not submit a fully completed Certification with each progress payment, then the CEI ENGINEER will not recommend payment to the Contractor by the CITY.
- 3.11 The CEI ENGINEER will provide on-site inspection services which amount to approximately eighteen (18) hours per week during the construction period. The on-site observation and inspection services include review of installed work and work in progress, as well as verification that the Contractor's work is in compliance with plans, specifications, change orders and field directives. The CEI ENGINEER will also coordinate with City Personnel and Inspectors. The CEI ENGINEER will observe work and will selectively inspect delivered materials on-site (not including materials testing to be provided by others) as to compliance with the Contract Documents. If it is determined that, due to construction progress (or lack thereof) or other related matters that additional time and cost or other changes than enumerated in this scope of services are required to adequately address the construction inspection or administration items; the CEI ENGINEER is obligated to bring this situation to the CITY'S attention and to furnish services as may be agreed upon and to negotiate a change in the authorized fee. The CEI ENGINEER will follow the FDOT's CPAM for contract modifications, including changes to the work or the contract time, and complete FDOT's standard forms for same for submittal to FDOT under the terms of the LAP Agreement.

- 3.12 The CEI ENGINEER will, in conjunction with the CITY representatives conduct a substantial completion inspection of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents. The CEI ENGINEER will prepare a "Punch List" of items that are deficient or incorrect. The CEI ENGINEER will provide these services in accordance with the project closeout requirements of FDOT's CPAM and the LAP agreement.
- 3.13 The CEI ENGINEER will assist the CITY in the review of Contractor provided record drawings/surveys and other as-built data for installed facilities and present any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. The CEI ENGINEER will coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation.
- 3.14 The CEI ENGINEER will prepare a Final Estimate Package and Offer of Final Payment Package as outlined in Chapter 14 of the Review and Administration Manual.
- 3.15 The CEI ENGINEER will review the contractor's weekly certified payrolls and interviews of employees as required for compliance.

Proposed Fee: The proposed fee is **\$26,614** based on the attached detailed breakdown.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

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

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
June 24, 2015

CITY OF PORT ORANGE
HERBERT ST. WB RIGHT TURN LANE AT CLYDE MORRIS BLVD.
QLH ESTIMATED MANHOUR SCHEDULE
Revised 6/24/15

Task Order Reference	Description	Senior Project Engineer/Project Administrator (Professional Engineer)	Senior Inspector (Inspector)	Resident Compliance Specialist	Secretary/Clerk Typist (Administrative Support)	Subconsultant/Allowance Items	Total Task (\$)
	Hourly Rate	\$140.00	\$62.00	\$62.00	\$50.00	See Below	See Below
3.3	Engage/coordinate a materials testing firm and review the Contractor's MOT	2	4	0	1	\$ 2,000.00	\$ 578.00
3.4	Prepare the agenda for and conduct the pre-construction meeting	3	3	3	3	\$ -	\$ 942.00
3.5	Review and approve the Contractor's Quality Control Plan (QCP)	1	1	0	1	\$ -	\$ 252.00
3.6	Coordinate review and approval of shop drawings	1	2	0	4	\$ -	\$ 464.00
3.7	Assist City in issuing instructions to the Contractor, assist in preparation of routine change orders, respond to RFIs	2	0	0	4	\$ -	\$ 480.00
3.8	Conduct bi-weekly progress meetings	10	0	10	10	\$ -	\$ 2,520.00
3.9	Review Contractor's work	16	0	0	10	\$ -	\$ 2,740.00
3.10	Review Contractor's applications for payment and recommend approval in writing	3	3	0	6	\$ -	\$ 906.00
3.11	Provide on-site inspection services	0	180	0	0	\$ -	\$ 11,160.00
3.12	Conduct substantial completion inspection and prepare punch-list of deficient or incorrect items	2	2	0	2	\$ -	\$ 504.00
3.13	Review record drawings/surveys	2	2	0	2	\$ -	\$ 504.00
3.14	Prepare Final Estimate Package and Offer of Final Payment package	2	2	0	4	\$ -	\$ 604.00
3.15	Review the Contractor's weekly certified payrolls and interviews of employees	2	0	40	4	\$ -	\$ 2,960.00
	TOTAL ALL TASKS	46	199	53	51	\$ 2,000.00	\$ 26,614.00

Subconsultant/Allowance Breakdown:

Description	Amount
Materials Testing Firm	\$ 2,000.00
Total	\$ 2,000.00

Notes:

- (1) Allowances will be billed at actual cost plus 10%.
- (2) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.
- (3) Construction time frame is assumed to be 75 days (10.7 weeks) per the Construction Contract.
- (4) Inspection based on 18 hours per week per the RFSQ.

Exhibit “2”

Construction Plans

Prepared by: Traffic Engineering Data Solutions, Inc.

INDEX OF ROADWAY PLANS

SHEET	TITLE
01	KEY SHEET
02	SUMMARY OF PAY ITEMS
03	GENERAL NOTES
04	TYPICAL SECTION
05-06	PLAN VIEW
07-08	CROSS SECTIONS
09-10	SIGNING & PAVEMENT MARKING
11	SIGNALIZATION NOTES
12	SIGNALIZATION PLAN
13-14	CONSTRUCTION DETAILS
15-16	SWPPP NOTES & DETAILS

UTILITY COMPANY INFORMATION	
ELECTRIC	Mr. Rob Heller Florida Power & Light Company 5910 East Highway 100 Fort Lauderdale, FL 33304 386-596-6432 rob.heller@fpl.com
	Mr. Nathan Stephenson AT&T Distribution 900 North Nova Road Fort Lauderdale, FL 32117 304-619-0185 nstephenson@att.com
GAS	Mr. Tim Fryer TECO Peoples Gas 1722 Ridgewood Ave Hollywood, FL 33117 386-671-2232 (Office) 386-527-0368 (Call) tim.fryer@tecoenergy.com
	Mr. Ben Twyman Bright House Networks 1195 S Woodland Blvd. Fort Lauderdale, FL 33320 386-453-7987 ben.twyman@mrclighthouse.com
TELECOMMUNICATIONS / DATA	
Mr. Clint Deck UC Synergistic on behalf of Sunaysa 1700 Water Place, Suite 100 Fort Lauderdale, FL 33320 770-984-6832 (Office) cldeck@uc2net.com	

811

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW!

DIAL 811

Know what's below.

Call before you dig.

NOTE: CONTRACTORS LISTED ABOVE ARE THOSE THAT WERE REPORTED IN THE FOLLOWING SUNSHINE ONE CALL OF FLORIDA DESIGN TICKETS: # 22740105-000 (04/15/2014)

CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES LOCATED WITHIN PROJECT AREA, WHICH MAY INCLUDE THOSE OWNED AND OPERATED BY UTILITIES OTHER THAN THOSE SHOWN ON THE LIST ABOVE.

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2015 Design Standards, and 2015 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards, click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/design/>

For Standards Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specifications/>

The latest editions of the City of Port Orange Standard Construction Details are available at the following website:
https://www.port-orange.org/public_utilities/pu-standard_construction_details



CITY OF PORT ORANGE

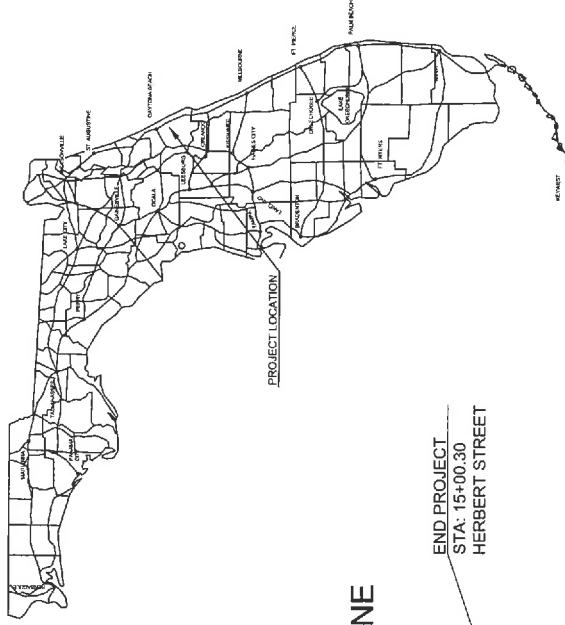
VOLUSIA COUNTY, FLORIDA

BID No. 15-15

HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD

FPID: 433666-1-58-01

FAN: 4224-080-C



VICINITY MAP
N.T.S.

LENGTH OF PROJECT	LINEAR FEET	MILES
ROADWAY	550.86	0.104
BRIDGES		
NET LENGTH OF PROJECT	550.86	0.104
EXCEPTIONS		
GROSS LENGTH OF PROJECT	550.86	0.104

DATE	BY	REVISIONS
12-16-2014	TAS	REVISED PER FOOT & VOLUSIA COUNTY COMMENTS
01-17-2015	TAS	REVISED PER FOOT COMMENTS
02-17-2015	TAS	REVISED PER FOOT COMMENTS
02-26-2015	TAS	REVISED PER FOOT COMMENTS

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

MR. NATHAN STEPHENSON
AT&T DISTRIBUTION
900 NORTH NOVA ROAD
FORT LAUDERDALE, FL 32117
304-619-0185
nstephenson@att.com

ROADWAY PLANS PREPARED BY:



Phone: (866) 753-0558
Fax: (866) 753-0778
40 Spring Vista Drive
Delray, FL 33412

CERTIFICATE OF AUTHORIZATION NO. 17992

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED BY REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD
DATE: _____
P.E. NO.: _____
NIKAL REED HALE, P.E.

SHEET
NO.

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SUMMARY OF PAY ITEMS				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			ORIGINAL	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
104-10-3	SEDIMENT BARRIER	LF	530	
104-18	INLET PROTECTION SYSTEM	EA	2	
110-1-1	CLEARING AND GRUBBING	AC	0.251	
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	360	
120-1	REGULAR EXCAVATION	CY	577	
120-6	EMBANKMENT	CY	72	
160-4	TYPE B STABILIZATION	SY	529	
285-7-09	OPTIONAL BASE, BASE GROUP 09	SY	503	
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	494	
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B.	TN	53	
337-7-40	ASPHALTIC CONCRETE SURFACE COURSE (1" SP-9.5 PER VOLUSIA COUNTY)	TN	54	
425-6	VALVE BOX, ADJUST	EA	2	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	112	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	249	
527-2	DETECTABLE WARNINGS	SF	61	
570-1-2	PERFORMANCE TURF, SOD	SY	413	
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	151	
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1	
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4	
641-2-60	PRESTRESSED CONCRETE POLE, REMOVE	EA	3	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6	
653-1-11	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 1 DIRECTION	AS	4	
653-1-12	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 2 DIRECTION	AS	2	
653-1-60	PEDESTRIAN SIGNAL, REMOVE	AS	8	
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	EA	1	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	2	
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	8	
665-1-60	PEDESTRIAN DETECTOR, REMOVE	EA	8	
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	
700-1-50	SINGLE POST SIGN, RELOCATE	AS	2	
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	26	
711-11-123	THERMOPLASTIC STANDARD WHITE, SOLID, 12"	LF	491	
711-11-124	THERMOPLASTIC STANDARD, WHITE, SOLID, 18"	LF	46	
711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24"	LF	212	
711-11-170	THERMOPLASTIC STANDARD WHITE, ARROW	EA	6	
711-16-111	THERMOPLASTIC STD-OTH, WHITE, SOLID, 6"	NM	0.054	
711-16-211	THERMOPLASTIC STD-OTH, YELLOW, SOLID, 6"	NM	0.119	
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	845	
1050-11-423	UTILITY PIPE, F&I/DI/CJ WATER/SEW 5-7.9"	LF	15	
1080-11-301	UTIL FIXT, F&I, 5-7.9", VALVE/METER BOX	EA	1	
1644-112-08	FIRE HYDRANT, F&I, STD, 2 HOSE, 8"	EA	1	

PAY ITEM NOTES:

Pay Item No. 101-1 MOBILIZATION - Includes all costs associated with establishing project control in the field, including staking out Baseline of Construction and all proposed improvements, as well as pre/post construction video and as-built surveying.

Pay Item No. 102-1 MAINTENANCE OF TRAFFIC - No additional compensation shall be provided to the contractor should time be added to the contract schedule requiring maintenance of traffic for a longer duration.

Pay Item No. 110-1-1 CLEARING & GRUBBING - Includes all costs associated with protection and removal of existing trees.

Pay Item No. 520-2-5 CONCRETE CURB, RIBBON CURB REPAIR/REPLACE - In accordance with specification 520-12.1, for removal and repairs, all costs associated with removal of existing curb & gutter shall be included in cost of the new curb & gutter.

Pay Item No. 522-1 CONCRETE SIDEWALK - Includes all costs associated with sidewalk construction, including fiberglass rebar.

Pay Item No. 570-1-2 PERFORMANCE TURF, SOD - Includes all costs for maintaining sod, including watering, mowing, and litter removal if required, until such time it is established and the project has been finally accepted.

Pay Item No. 665-1-11 PEDESTRIAN DETECTOR, F&I, STANDARD - Includes costs to furnish & install FTP-68b-06.

DATE

BY

12-18-2014

TAS

01-17-2015

TAS

02-17-2015

TAS

REVISIONS

DESCRIPTION

REVISED PER FOOT & VOLUSIA COUNTY COMMENTS

REVISED PER FOOT COMMENTS

REVISED PER FOOT COMMENTS



CITY OF
PORT ORANGE



HERBERT STREET

HERBERT STREET WB RIGHT TURN
LANE AT CLYDE MORRIS BLVD

SUMMARY OF PAY ITEMS

02

Page 36

GENERAL NOTES:

- Contractor shall notify the City of Port Orange Project Manager (Kenny Ho) at 386.506.5661 two (2) business days prior to beginning construction.
- Contractor shall notify Volusia County Development Engineering at 386.736.5926 two (2) business days prior to beginning construction.
- The contractor shall notify all utility companies a minimum of two (2) working days prior to excavation as required by chapter 77-153 of the Florida Statutes.
- Elevations refer to N.G.V.D. of 1929, per USC & GS Benchmark V-225 having a published elevation of 9.121 feet. Refer to benchmarks on plan sheets.
- The contractor shall field verify the existing pavement elevations of all driveways and sidewalks to ensure the proposed improvements match existing elements at connection.
- The information shown on these drawings concerning type and location of underground and other utilities is based on records and surveys available during plan development, but is not guaranteed to be accurate or all inclusive. The contractor shall make his own determination as to the type and location of utilities, as may be necessary to avoid damage thereto. The contractor is responsible for all utility locations prior to and during any construction activities, as well as any coordination of utility relocation necessary within the project construction. Contractor shall verify depth of all existing utility mains and ensure that the minimum coverage to the top of pipe will be maintained.
- Unless otherwise noted, all removed material (except for signs) shall become the property of the contractor and are to be appropriately disposed of in areas provided by the contractor.
- All existing drainage structures and pipes within the right-of-way shall remain, unless otherwise directed.
- Sod all disturbed areas unless otherwise directed. Sod shall match existing type sod unless otherwise directed by the engineer. Seed and mulch is not acceptable in right-of-way. Shoulder sodding shall be placed 1' below edge of pavement in accordance with FDOT Index # 105.
- Unless otherwise specified, the contractor shall adjust all existing and proposed appurtenances (i.e. valve boxes, meter boxes, pull boxes, manholes, etc.) meant to be flush with finished grade.
- All private and public property affected by this work shall be restored to a condition equal to or better than existing conditions. Cost to be incidental to other construction and no extra compensation will be allowed.
- All P.R.M.'s shown on plans, or found, shall be preserved in a permanent manner.
- All U.S.C. & G.S. monuments within the limits of construction shall be protected, and if in danger of damage, the contractor shall notify the project engineer, and both shall notify: State Geodetic Advisor, Ronnie Taylor, Suite 309, 3900 Commonwealth Boulevard, Tallahassee, FL 99041-488-2427. Contractor shall be responsible for any damage to markers and shall replace at contractor's expense if damaged.
- Contractor shall cooperate with City's designated representative(s) at all times with respect to sampling, testing, and inspections.
- Sign locations are approximate and shall be field verified and noted by the contractor prior to the beginning of construction. Minor adjustments may be made to ensure no signs are obscured.
- Unless otherwise noted, all existing signs shall remain. The contractor shall be responsible for removing all signs which are to be removed or relocated, as noted in these plans. Signs to be relocated shall be stored and protected during construction, until such time they are re-installed and the project is complete. Any signs damaged during construction shall be replaced by the contractor at no cost to the City of Port Orange. Signs which are not intended to be re-utilized shall be delivered to the City of Port Orange Public Works Streets Maintenance Division 386.506.5575.
- All station offsets shown are to the Baseline of Construction for Herbert Street. CAD files will be provided for the benefit of the contractor in staking out the proposed improvements. No other project control information other than that shown in these plans will be provided. Prior to first application for payment, the contractor shall stake the right of way at 100 foot whole-station intervals (with stationing shown on the stakes), for the City's inspection.
- With exception of mailboxes, all personal property within the right-of-way that is not relocated by the property owner shall be removed by the contractor as necessary to construct the project in accordance with the plans.
- Prior to start of construction, contractor shall be required to determine whether or not there are any private improvements located in the public right of way that are in conflict with proposed construction, such as landscaping, irrigation, lighting, fences, etc. Whenever such improvements exist, contractor shall be responsible for notifying the adjacent property owner(s) that their private improvements are encroaching on the public right of way. Contractor shall also be responsible for coordinating the private property owners to ensure that the private improvements are relocated onto private property by the owners of the existing improvements, such that they do not delay and are not in conflict with the proposed construction.
- The contractor is to maintain uninterrupted access to all driveways at all times and is to notify property owners five (5) days prior to starting construction adjacent to their individual properties.
- Access to intersecting side streets shall be maintained at all times.
- Maintenance of Traffic shall be in accordance with FDOT Standard Index 600 series; specific attention is directed to FDOT Standard Index Number 601, 602, 603, and 605 for maintenance of vehicular traffic, and FDOT Standard Index Number 660 for maintenance of pedestrian traffic. No lane closures shall be permitted at the intersection of Clyde Morris Blvd. (CR 483) and Herbert Street between the hours of 7:00AM - 9:00AM and from 4:00PM - 6:00 PM, Monday through Friday.
- Any sidewalk, lane or road closure within Volusia County right of way requires review and approval in advance and a seven (7) day minimum notice to Volusia County Traffic Operations (386.239.6535).

- In accordance with FDOT Specification 8-6-4, work is not permitted during special events, such as Speed Week (Feb. 14, 2015 to Feb. 22, 2015) and Bike Week (March 6, 2015 to March 14, 2015), unless written approval has been obtained from the City of Port Orange and Volusia County.
- The contractor shall perform work in accordance with requirements of FDOT Standard Specifications, Section 103 - Prevention, Control, and Abatement of Erosion and Water Pollution. Environmental controls shall be used at locations designated in the Stormwater Pollution Prevention Plan (SWPPP) provided in these plans and/or approved by the engineer.

- In accordance with Volusia County Ordinance Article 1, Section 94-1, there shall be no construction vehicle related parking, construction materials placement or storage of any kind permitted within Volusia County rights of way.

- There shall be no deliveries, blockage or restriction of any kind within Volusia County maintained through lanes between the hours of 6 AM to 9 AM and 4 PM to 6 PM, unless otherwise approved by the Volusia County Traffic Engineer.

- As generally shown on these plans, depressional areas shall be created between the existing sidewalk and the proposed right turn lane in order to accommodate runoff. Contractor shall ensure that positive flow is maintained towards depressional area(s), and that runoff directed towards the private properties is less in post-development conditions than that which existed prior to the start of construction.

- Contractor shall ensure that proposed conditions will not result in less cover over the existing utilities than the minimum requirements below, unless specifically approved by the City in writing:

Storm Drains	36 inches minimum cover
Water Mains	36 inches minimum cover
Water Services	30 inches minimum cover
Reclaimed Water Mains	36 inches minimum cover
Sanitary Sewer Force Mains	36 inches minimum cover
Gravity Sewer Mains & Services	36 inches minimum cover
Primary or Secondary Electric	36 inches minimum cover
Telecommunications	30 inches minimum cover
Traffic Signal Conduit	36 inches minimum cover

- Proposed concrete sidewalk shall be constructed per most stringent requirements of FDOT Standard Specification, Section 522 and the City of Port Orange STANDARD CONSTRUCTION DETAIL M-3 - SIDEWALK CONSTRUCTION REQUIREMENTS, which has been included in these plans.

- All striping and pavement markings shall be thermoplastic constructed in accordance with FDOT Standard Specification, Section 711.

- In locations where existing asphalt is to be sawcut and curbing is to be removed / replaced with new curb or curb & gutter, contractor shall be responsible for protection of the existing travel lanes through the duration of the project, and shall be required to repair any pavement that is damaged during construction to the satisfaction of the City of Port Orange, which could entail milling/resurfacing and/or full depth reconstruction of the pavement section depending upon the level of damage that may occur.

- Prior to commencing work, the Contractor shall have a continuous color audio-visual tape recording taken along the entire length of the proposed project to serve as a record of pre-construction conditions. Two (2) copies of the tapes and written and audio logs shall be delivered to the City's construction representative for approval. Tape recordings shall not be made more than thirty (30) days prior to construction in any area. No construction shall begin prior to review and approval of the tapes covering the construction area by the City's construction representative. The City's construction representative shall have the authority to reject all or any portion of the videotape. The Contract shall reschedule unacceptable coverage within five (5) days after being notified. All tapes and written records shall become the property of the City. The Contractor shall notify the City's construction representative 48 hours in advance so an engineer's representative may be present during project taping. Project station staking at 100' intervals or other intervals approved by the City's construction representative shall be installed by the Contractor prior to videotaping to assist in location and orientation. The video recording shall be high resolution, extended still frame capable, color video. The recorded video tapes shall be compatible for playback with any CD player. Accompanying the video recording shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator or aide, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversations. Each video shall have a written and audio log of that video's tape contents. The log shall describe the various segments of coverage contained on that video tape in terms of the names of the streets or easements, coverage beginning and end, directions of coverage, video unit counter number, engineering stationing numbers, and the date. Properties taped shall also contain views from the opposite side of the road to document the condition of existing roads, swales, obstacles, mailboxes, bushes, etc. within the right-of-way immediately in front of the property taped.

- If Contractor damages loops or loop lead-ins that are scheduled to remain within any of the Clyde Morris Blvd. (CR 483) intersection approaches, Contractor shall be responsible for replacing loops for all approaches of the intersection with video detection meeting Volusia County standards.

- The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise. Sound levels shall not exceed 65 dBA 7 A.M. to 10 P.M., or 60 dBA from 10 P.M. to 7 A.M. when permitted to work at night. This sound level shall be measured at the exterior of the nearest residence. Levels at the equipment can be not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until the equipment is quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the completion dates and bid amounts, and no additional compensation or schedule extensions will be provided for time lost due to work stoppage resulting from the creation of a public nuisance.

REVISIONS				SHEET NO.	PAGE 37	
DATE	BY	DESCRIPTION	REASON			
12-18-2014	TAS	REVISED PER FOOT & VOLUSIA COUNTY COMMENTS		03	GENERAL NOTES	
01-17-2015	TAS	REVISED PER FOOT COMMENTS				
02-17-2015	TAS	REVISED PER FOOT COMMENTS				
02-23-2015	TAS	REVISED PER FOOT COMMENTS				
CITY OF PORT ORANGE				HERBERT STREET WB RIGHT TURN		
				LANE AT CLYDE MORRIS BLVD		
PROJECT NO. 15-16 Professional Construction Engineering Services: Herbert Street						
DESIGNED BY:  J. J. J. J.						
DRAWN BY: J. J. J. J.						
CHECKED BY: J. J. J. J.						
APPROVED BY: J. J. J. J.						
DATE: 01/16/15						
PROJECT NO. 15-16						
SHEET NO. 03						
PAGE 37						



MILLING
MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")
RESURFACING
TYPE SP-8.5 SURFACE COURSE (1")

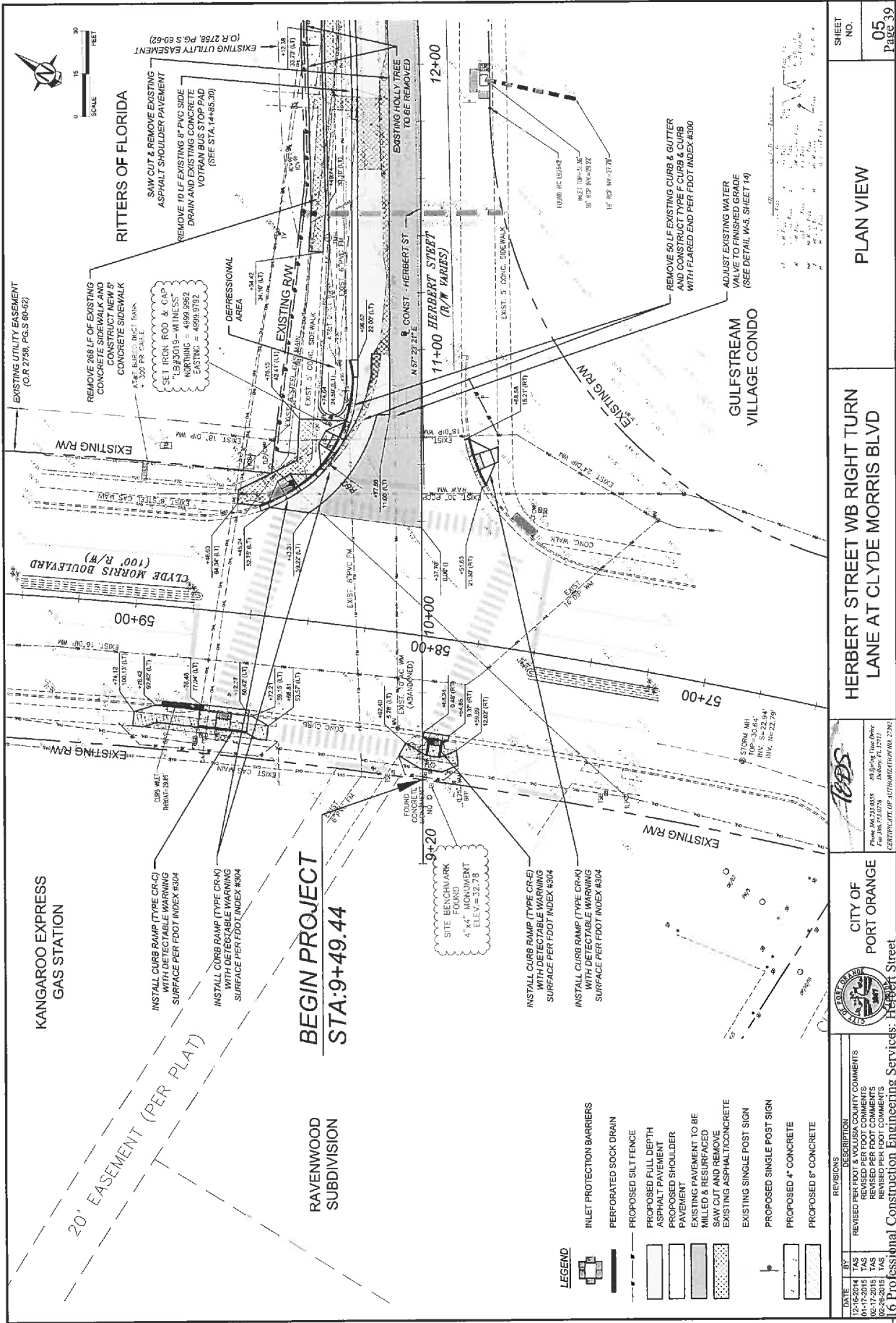
NEW CONSTRUCTION
TYPE SP-12.5 STRUCTURAL COURSE (2")
AND TYPE SP-9.5 SURFACE COURSE (1")
OPTIONAL BASE GROUP 09
TYPE B STABILIZATION (12")

CITY OF
PORT ORANGE
Sheet

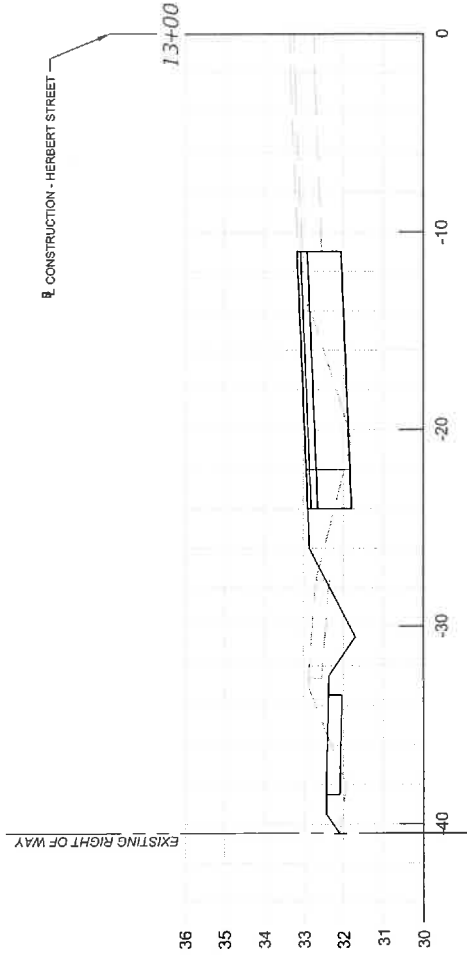
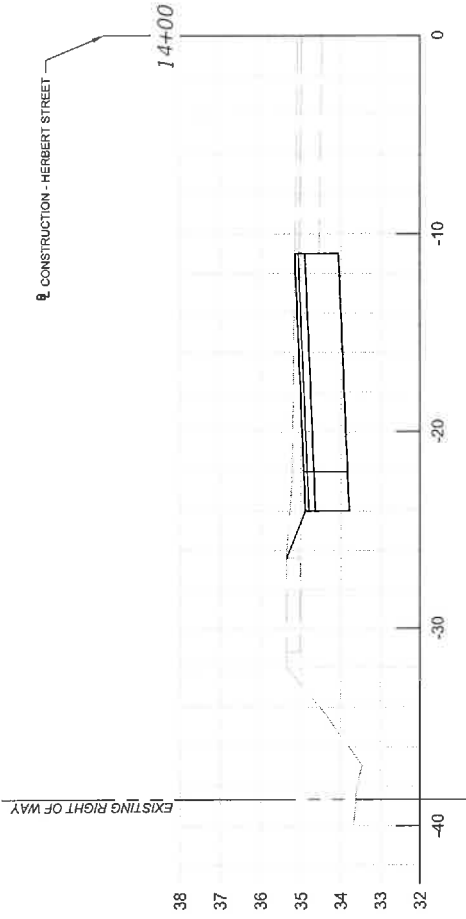
DATE	BY	DESCRIPTION
12-16-2014	TAS	REVISED PER FDOT & VOLusia COUNTY COMMENTS
01-17-2015	TAS	REVISED PER FDOT COMMENTS
02-17-2015	TAS	REVISED PER FDOT COMMENTS
02-26-2015	TAS	REVISED PER FDOT COMMENTS

HERBERT STREET WB RIGHT TURN
LANE AT CLYDE MORRIS BLVD

SHEET
NO. 04
Page 38



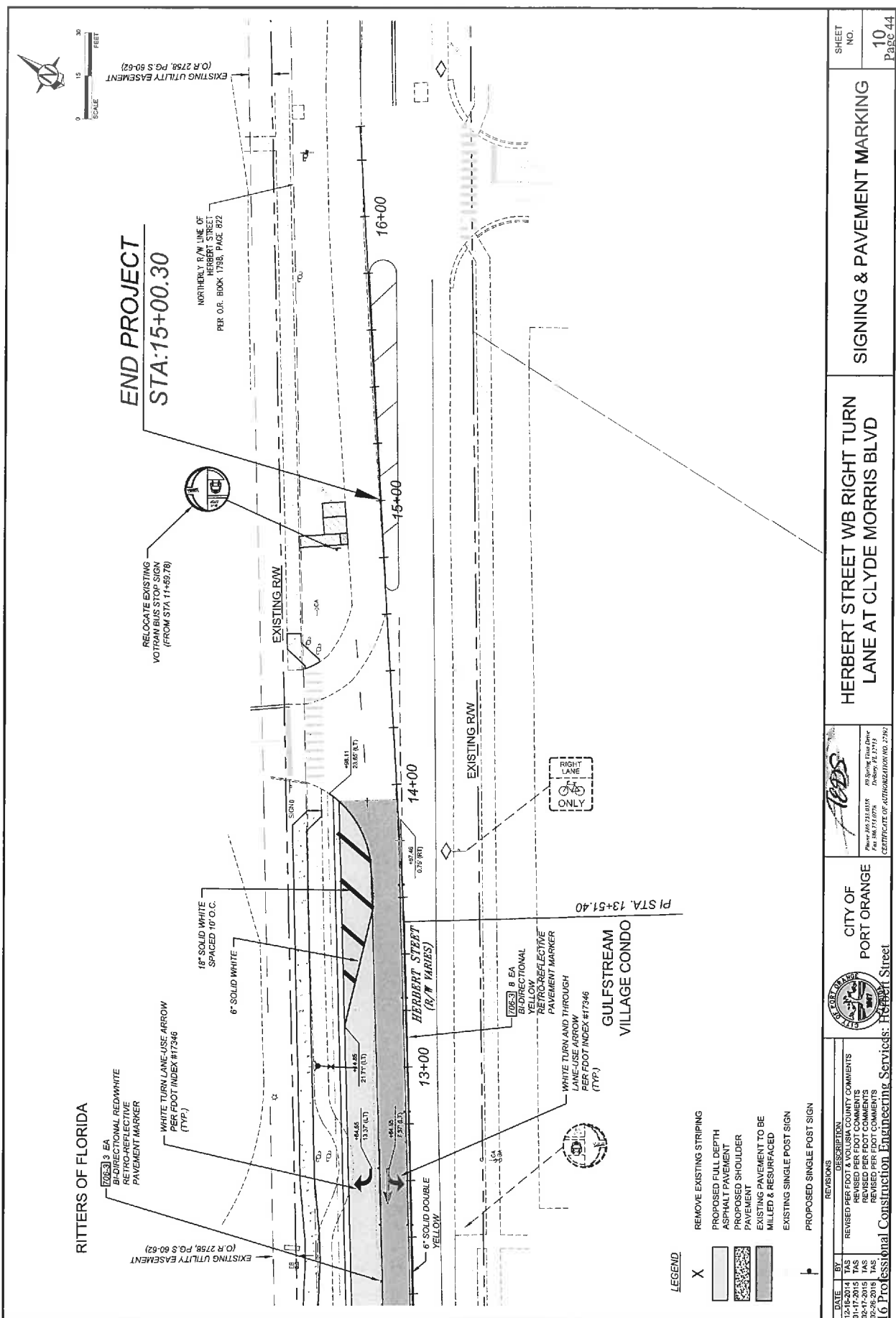
SHEET NO. 05		Page 39	
PLAN VIEW		HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD	
CITY OF PORT ORANGE		Professional Construction Engineering Services, Herbert Street	
DATE	BY	REVISION	DESCRIPTION
12-06-2014	TAS	REVISED PER FOOT & VOLUSIA COUNTY COMMENTS	
01-17-2015	TAS	REVISED PER FOOT COMMENTS	
02-11-2015	TAS	REVISED PER FOOT COMMENTS	
02-11-2015	TAS	REVISED PER FOOT COMMENTS	
02-11-2015	TAS	REVISED PER FOOT COMMENTS	



SCALE:
1" = 6' HORIZ.
1" = 3' VERT.

REVISIONS			CITY OF PORT ORANGE	 HERBERT STREET LANE AT CLYDE MORRIS BLVD	CROSS SECTIONS	SHEET NO. 08 Page 42
DATE	BY	DESCRIPTION				
12-12-2014	TAS	REVISED PER FOOT & VOLusia COUNTY COMMENTS				
01-17-2015	TAS	REVISED PER FOOT COMMENTS				
02-17-2015	TAS	REVISED PER FOOT COMMENTS				





SIGNALIZATION GENERAL NOTES:

1. The Contractor shall notify FDOT and Volusia County Traffic Engineering at least two (2) business days prior to beginning work. Notify Bobby Maddox or Thomas Edwards at Volusia County Traffic Engineering (386.736.5968).
 2. The Contractor shall coordinate work schedule, timing and authorization of power service with Volusia County Traffic Engineering. Notify Thomas Edwards to coordinate work schedule and Mark Tobin to coordinate timing and power authorization (386.736.5968).
 3. The Contractor shall notify Sunshine One-Call (1.800.432.4770) at least two (2) business days in advance of any excavation work which would otherwise interfere with any above ground or below ground utilities. The Contractor shall also be responsible for maintaining current locate ticket throughout the duration of work. Volusia County Traffic Engineering is not a member of Sunshine One-Call.
 4. The Contractor shall contact Bob Maddox with Volusia County Traffic Engineering Signal Shop (386.736.5968) a minimum of 72 hours prior to beginning construction for locates of all underground traffic signal cables such as loop home runs and fiber optic interconnect cable.
 5. The Contractor shall verify color codes for signal cable with Volusia County Traffic Engineering before ordering.
 6. It should be noted that no test boring were made where conduit runs are to be installed by jacking, directional boring, or trenching. It shall be the Contractor's responsibility to examine the job site conditions before submitting a bid proposal in accordance with Section 2-4 of the FDOT Specifications.
 7. Unless otherwise noted, all removed equipment, except for concrete poles, shall be delivered to Volusia County Traffic Engineering, 455 Walker Street, Holly Hill (386.736.5968). Concrete poles shall be disposed of by the Contractor (at His/Her Expense) in areas provided by the Contractor.
 8. The Contractor is required to inspect the installation of the traffic signal in accordance with FDOT Specifications 105-8.10. The Contractor shall coordinate the final acceptance inspection in accordance with FDOT Specification 611-2.2 with the engineer at least ten (10) days in advance. The Volusia County Traffic Engineering (386.736.5968) should also be contacted ten (10) days before the inspection is to be performed so they may be present. At the time of final inspection, the Contractor shall provide three (3) sets of construction "As-Built" one (1) for Volusia County Traffic Engineering and one (1) for the controller cabinet.
 9. The Contractor shall maintain the existing traffic signal during this project.
 10. In the event permanent vehicle detection is disrupted, the Contractor shall provide an alternative means of detection to all lanes approaching the intersection, separating each movement which previously had detection. The type of detection shall be approved by the Engineer prior to installation. Equipment shall only detect the intended movement.
 11. The Contractor shall temporarily relocate any signs that conflict with installation of the proposed road work. The relocated signs shall remain visible during the project and any signs damaged in the relocation and reinstallation process shall be replaced by the Contractor at His/Her expense.
 12. Any item not specifically addressed in these plans, refer to FDOT Specifications. All materials and hardware shall be pre-approved by FDOT and Volusia County Traffic Engineering.
 13. The locations of the utilities shown in the plans are based on limited investigation techniques and should be considered approximate only.
 14. Existing utilities are to remain in place unless otherwise noted. Due care should be used during construction (refer to FDOT Specifications 7-1.5)
- SIGNALS:**
1. Polycarbonate housings are required for pedestrian signal head assemblies in Volusia County.
- POLES / PEDS. / CONTROLLERS:**
1. The Contractor shall hand dig the first 2' at each pedestal location to verify no utility conflicts. No utility conflicts are expected, however, the engineer shall be notified if any conflicts are found.
 2. Contractor to ensure that a 4-foot x 4-foot flat landing area is adjacent to all ped buttons for pedestrians.
 3. Three (3) spare conductors are to be run to the furthest pedestrian signal head.

LOOPS / CONDUIT / PULL BOXES:

1. As directed by the Engineer, the Contractor shall adjust conduit vertically to avoid any possible conflicts with underground utilities.
2. Pull boxes shall be placed behind the curb and gutter. If there is no curb and gutter, pull boxes shall be located at least 10' from the edge of pavement. Pull boxes shall not be located in the bottom of any ditch or retention area/pond.
3. All conduit shall be a 2" min. unless otherwise specified in the plans. All ends of conduits in pull boxes and cabinets shall be sealed with electrical putty after wiring is complete.
4. Pull boxes and covers shall be non-metallic construction with recessed cover logo "Traffic" or "Fiber Optic" as appropriate.
5. Loop home runs shall not be cut into the radius.
6. Delay times for zones marked "delay" shall be set to 5 seconds. All others shall be set to zero.
7. Loop Assembly (Type F) to be installed with 5' in front of stop line.

DATE	BY	DESCRIPTION
12-16-2014	TAS	REMOVED PER FOOT & VOLUSIA COUNTY COMMENTS
01-17-2015	TAS	REMOVED PER FOOT COMMENTS
02-20-2015	TAS	REMOVED PER FOOT COMMENTS
03-26-2015	TAS	REMOVED PER FOOT COMMENTS



CITY OF
PORT ORANGE

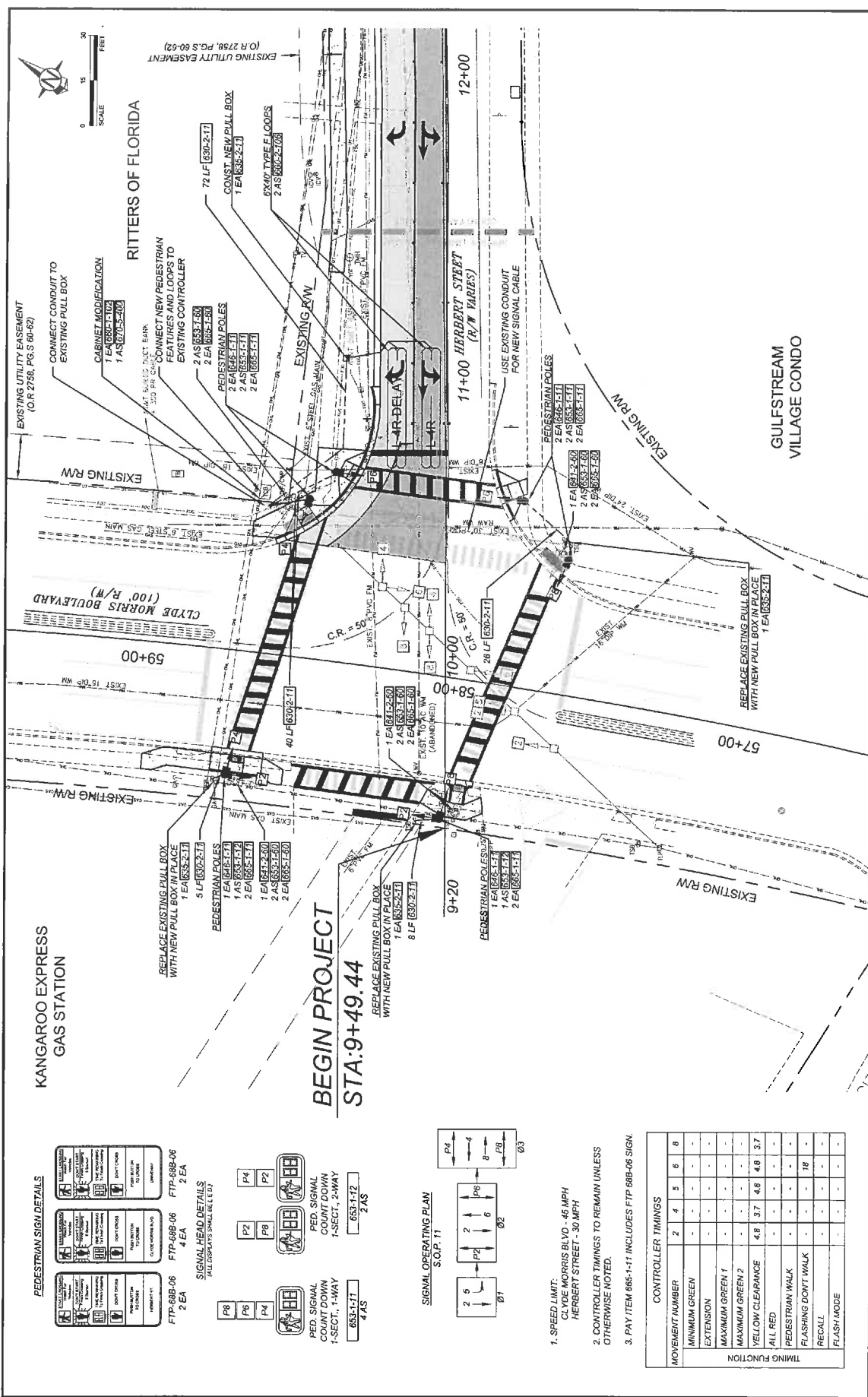
[Signature]
Philip J. McMillan
City Engineer
CERTIFICATE OF AUTHORIZATION No. 2790

HERBERT STREET WB RIGHT TURN
LANE AT CLYDE MORRIS BLVD

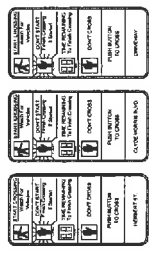
SIGNALIZATION NOTES

SHEET
NO.

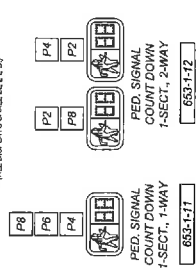
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Page 45



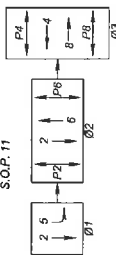
PEDESTRIAN SIGN DETAILS



SIGNAL HEAD DETAILS



SIGNAL OPERATING PLAN



1. SPEED LIMIT: CLYDE MORRIS BLVD - 45 MPH
HERBERT STREET - 30 MPH
OTHERWISE NOTED.
2. CONTROLLER TIMINGS TO REMAIN UNLESS OTHERWISE NOTED.
3. PAY ITEM 885-1-11 INCLUDES FTP 688-06 SIGN.

CONTROLLER TIMINGS									
MOVEMENT NUMBER	2	4	5	6	8				
MINIMUM GREEN	-	-	-	-	-				
EXTENSION	-	-	-	-	-				
MAXIMUM GREEN 1	-	-	-	-	-				
MAXIMUM GREEN 2	-	-	-	-	-				
YELLOW CLEARANCE	4.5	3.7	4.8	4.8	3.7				
ALL RED	-	-	-	-	-				
PEDESTRIAN WALK	-	-	-	-	-				
FLASHING DOWNT WALK	-	-	-	-	-				
RECALL	-	-	-	-	-				
FLASH MODE	-	-	-	-	-				

HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD

CITY OF PORT ORANGE

CONSTRUCTION Engineering Services: Herbert Street

SIGNALIZATION PLAN

SHEET NO. **12**

Page 46

DATE BY DESCRIPTION

12-16-2014 TAS REVISED PER FOOT & VOLUSIA COUNTY COMMENTS

01-17-2015 TAS REVISED PER FOOT COMMENTS

02-26-2015 TAS REVISED PER FOOT COMMENTS

REVISIONS

1. SPEED LIMIT: CLYDE MORRIS BLVD - 45 MPH
HERBERT STREET - 30 MPH
OTHERWISE NOTED.

2. CONTROLLER TIMINGS TO REMAIN UNLESS OTHERWISE NOTED.

3. PAY ITEM 885-1-11 INCLUDES FTP 688-06 SIGN.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

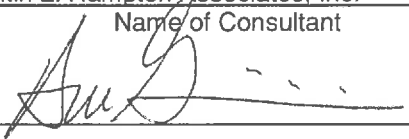
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Quentin L. Hampton Associates, Inc.

Name of Consultant

By: 

7/17/2015

Date

EXHIBIT "3"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

SERVING IN THE ROLE OF PROJECT MANAGER FOR THE DEPARTMENT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): Herbert Street WB Right Turn Lane at Clyde Morris Boulevard

Financial Project Number(s): 433666-1-68-01

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Printed Names

Signatures

Date

David A. King, P.E.



April 13, 2015

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

- a. EMPLOYEE NAME: Alexander Schumann
- b. DEPARTMENT: Public Utilities
- c. PHYSICAL ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- d. MAILING ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32129
- f. TELEPHONE NUMBER: (386) 506-5756

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Alexander Schumann

 5/7/15
Signature Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE PROF. CONST. ENGR. INSP. SERV.
HERBERT ST.

1. EMPLOYEE INFORMATION

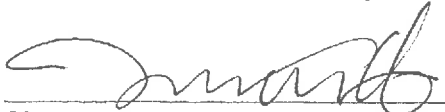
- a. EMPLOYEE NAME: KENNY HO
- b. DEPARTMENT: COMM. DEV.
- c. PHYSICAL ADDRESS: 1000 CITY CENTER CIR P.O. 52129 ^{FL}
- d. MAILING ADDRESS: SAME
- e. CITY, STATE, ZIP CODE: _____
- f. TELEPHONE NUMBER: (386) 506-5665

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) KENNY HO


Signature

APRIL 24, 2015
Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

- a. EMPLOYEE NAME: Branford N. Adumuah
- b. DEPARTMENT: Public Works
- c. PHYSICAL ADDRESS: 407 Virginia Ave, Port Orange, FL
- d. MAILING ADDRESS: 407 Virginia Ave, Port Orange, FL
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32127
- f. TELEPHONE NUMBER: (386) 506-5575

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Branford N. Adumuah


Signature

5/11/15
Date

CONFLICT OF INTEREST

RFP/RFSQ# 15-16

RFP/RFSQ TITLE Professional Construction Engineering Inspection Services: Herbert Street

1. EMPLOYEE INFORMATION

- a. EMPLOYEE NAME: Margaret E. Momberger
- b. DEPARTMENT: Community Development
- c. PHYSICAL ADDRESS: 1000 City Center Circle, Port Orange, FL 32129
- d. MAILING ADDRESS: 1000 City Center Circle,
- e. CITY, STATE, ZIP CODE: Port Orange, FL 32129
- f. TELEPHONE NUMBER: (386) 506-5661

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performances of his public duties or that would impede the full and faithful discharge of his public duties. Florida Statute 112.313 (7)(a)

3. CERTIFICATION

This statement is submitted by: Name (print) Margaret E. Momberger

Margaret E. Momberger
Signature

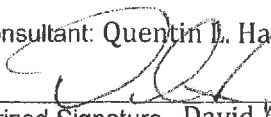
5/7/2015
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification)

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Quentin L. Hampton Associates, Inc.

By 
Authorized Signature David A. King, P.E.

Date: April 13, 2015

Title: Vice President

Instructions for Certification

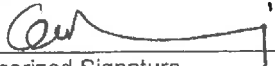
1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification)

375-030-32
PROCUREMENT
1001

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By 
Authorized Signature

Date: April 8, 2015

Title: President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

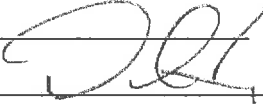
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Quentin L. Hampton Associates, Inc.

By: David A. King, P.E.  Date: April 13, 2015

Authorized Signature: _____

Title: Vice President

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant David A. King, P.E., who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: Quentin L. Hampton Associates, Inc.

By: [Signature]
Printed Name and Title | David A. King, P.E., Vice President

Date Signed: April 13, 2015

The foregoing instrument was acknowledged before me this 13th day of April, 2015 by David A. King, P.E., as Vice President of Quentin L. Hampton Associates, Inc., and who:

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

[Signature]
Notary Public, State of _____
Printed Name, Commission Seal and Term Expiration Date



DRUG FREE WORKPLACE CERTIFICATION

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.

FIRM: Quentin L. Hampton Associates, Inc.

David A. King
Name and Title: David A. King, P.E., Vice President

The foregoing instrument was acknowledged before me this 13th day of April, 2015, by David A. King, as Vice President of QLH and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Marcia L. Turner

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs C. through H. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a

Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
 - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Piggyback Agreement with Carl Eric Johnson, Inc. and waiver of formal bidding for purchase of certain sole source water & wastewater treatment plant pumps, tanks, parts and services.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to waive formal bidding and approve a Piggyback agreement with Carl Eric Johnson, Inc. under Hillsborough County Sole Source Contract No SS-P-0251-0-2014/MM for Water and Wastewater Treatment Plant pumps, tanks, parts and services for an annual amount not to exceed \$50,000, subject to budgetary funding, for the term of this agreement; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Request authority to piggyback on the Hillsborough County sole source contract with Carl Eric Johnson, Inc. for the Sole Source Purchase of certain Water and Wastewater Treatment Plant Pumps, Tanks, Parts, and Services as outlined in Contract No SS-P-0251-0-0214/MM.

Carl Eric Johnson, Inc. is the sole authorized distributor for parts manufactured by Carl Eric Johnson, Inc., Chemineer, Inc., Graco, Poly Processing Company, LLC, Moyno Incorporated, and Grundfos Pumps Corporation. This equipment is used at City facilities and must be repaired or replaced from time to time.

The contract has an effective date of November 19, 2014 and will expire on November 19, 2019. Additionally, request annual spending authority not to exceed \$50,000, subject to budget, for the term of this agreement.

Project No.: none Funding Account No.: 40106005364610
none 40106005364611
none 40106005365218

ATTACHMENTS:

1.	Piggyback Agreement	Piggyback Agreement.pdf
2.	Hillsborough County Signed Sole Source Agreement	Signed purchasing agreement.pdf
3.	Sole Source Letters A	SOLE SOURCE CARL ERIC JOHNSON INC.pdf
4.	Sole Source Letters B	Sole Source Letters.pdf

Wiggins, Julia	Created/Initiated - 07/01/2015
Wilson, Rick	Approved - 07/01/2015
Neff, Andrew	Approved - 07/02/2015
Riehm, Tracey	Approved - 07/15/2015
Roberts, Margaret	Approved - 07/16/2015
Harden, David	Final Approval - 07/16/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CARL ERIC JOHNSON, INC.**, a Georgia corporation registered to transact business in Florida, whose principal address is 1725Q MacLeod Drive, Lawrenceville, Georgia 30043 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

WHEREAS, on the 19th day of November, 2014, Hillsborough County entered into a Sole Source Contract File No. SS-P-0251-0-2014/MM for Water and Wastewater Treatment Plant Pumps, Tanks, Parts, and Services with Carl Eric Johnson, Inc. (the "Hillsborough County Agreement"); and

WHEREAS, the Hillsborough County Agreement provides for a term commencing on November 19, 2014 and shall continue until November 30, 2019; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Hillsborough County Agreement for Water and Wastewater Treatment Plant Pumps, Tanks, Parts, and Services purchased by the City of Port Orange; and

WHEREAS, a copy of the Hillsborough County Agreement File No. SS-P-0251-0-2014/MM is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until November 30, 2019 (the "Term").

2. **Contractor Obligation.** Contractor shall provide Water and Wastewater Treatment Plant Pumps, Tanks, Parts, and Services, more specifically described in Exhibit "1" attached hereto.

3. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Purchase Order(s) issued and executed by the City and signed by the Contractor. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

4. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices and discounts set forth in Exhibit "1" of this Contract in an amount subject to a limit up to but not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) during 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. (The term "Fiscal Year" shall be defined as that one

(1) year period commencing on October 1 and expiring on the following September 30.) All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contract Administration. The Public Utilities Director, Andrew Neff, 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.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

(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 shall provide the manufacturer's warranty. Contractor shall remedy a warranty claim by replacement or repair and shall warrant the product for one (1) year after replacement or repair.

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

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

18. Inspection

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

(b) In the event that supplies or lots of supplies are alleged defective or not in conformity with the requirements of this Contract, the City shall have the right to request the replacement, credit or repair of such item(s). Contractor reserves the right to inspect any such alleged defective or nonconforming items. Upon Contractor's inspection and confirmation of valid warranty claim, Contractor will, replace, credit or repair the subject product(s). Contractor will provide a written explanation to City within ten (10) business days in the event that the Contractor disputes the validity of the claim. Contractor shall pay the cost of freight (both ways) in the event of a valid warranty claim.

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

19. Liability for Loss or Damage. To the extent damages or losses are caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, or his/its agents, servants and employees, Contractor shall be liable for loss of, or damage to, City property and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses including reasonable attorney's fees by reason of suit or action resulting from the performance of the Contract by Contractor, his/its agents, servants and

employees. Except as expressly stated herein, or otherwise agreed by Contractor in writing, Contractor's aggregate liability shall be limited to the purchase order price.

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

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

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

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

21. 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.

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

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

24. Additional Provisions

(a) As may have been outlined in the Hillsborough County Agreement 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.

(b) For the purposes of this Contract, any reference in the Hillsborough County Agreement to "Hillsborough County" or "County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Hillsborough County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Carl Eric Johnson, Inc. Attention: Roy E. Leffew, President 1725Q MacLeod Drive Lawrenceville, Georgia 30043 (678) 377-3100 – Telephone (678) 377-2021 – Facsimile

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

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CARL ERIC JOHNSON, INC.

Printed Name: _____

By: _____
Roy E. Leffew, President

Printed Name: _____

Date: _____

STATE OF GEORGIA
COUNTY OF GWINNETT

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Roy E. Leffew, as President of Carl Eric Johnson, Inc., a Georgia 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 Georgia

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4953]



**Hillsborough County
Board of County Commissioners
601 E Kennedy Blvd
Tampa, FL 33601
United States**

Type	Blanket Purchase Agreement
Order	215202617
Revision	0
Order Date	19-NOV-2014
Created By	Maitlen, Michelle
Revision Date	
Current Buyer	

Supplier: **CARL ERIC JOHNSON INC
1725-Q MACLEOD DR
LAWRENCEVILLE, GA 30043
United States**

Ship To: **See Below
Tampa, FL 33601
United States**

Bill To: **PO BOX 1110
Tampa, FL 33601-1110
United States**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	1003489	NET 30 DAYS	Freight Included	FOB - Destination		Best Way
Effective Start Date		Effective End Date			Amount Agreed (USD)	
19-NOV-2014		30-NOV-2019			2,527,240.00	
Supplier Contact				Requester		
0						

N/A

Notes: In accordance with File SS-P-0251-0-2015/MM, Water and Wastewater Treatment Plant Pumps, Tanks, Parts, and Services

Approved by the BOCC on November 13, 2014.

Department: Public Utilities
Department Contact: Clifford Amundsen 813.663.3218
All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Grundfos DME/DMS Pumps						
	Payments in Accordance with the Contract Documents, Page 20 - 50% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
2	Grundfos DMH						
	Payments in Accordance with the Contract Documents, Page 20 - 24% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that						

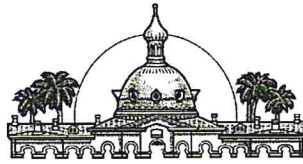
Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
	amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
3	Grundfos Alldos Service Kits						
	Payments in Accordance with the Contract Documents, Page 20 - 17% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
4	Grundfos DDA Pumps						
	Payments in Accordance with the Contract Documents, Page 20 - 46% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
5	Grundfor DME/DMS Service Kits						
	Payments in Accordance with the Contract Documents, Page 20 - 43% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
6	Grundfos Paco Pumps/kits						
	Payments in Accordance with the Contract Documents, Page 20 - 51% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
7	Grundfos Paco Motors						
	Payments in Accordance with the Contract Documents, Page 20 - 24% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
8	Grundros CR Pumps/Motors						
	Payments in Accordance with the Contract Documents, Page 20 - 47% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
9	Grundfos JP Jets						
	Payments in Accordance with the Contract Documents, Page 20 - 42% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
10	Grundfos 4" Subs Pump Ends						
	Payments in Accordance with the Contract Documents, Page 20 - 46% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
11	Grundfos 6" and larger Subs Pump Ends						
	Payments in Accordance with the Contract Documents, Page 20 - 51% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
12	Moyno 2000 Series Parts						
	Payments in Accordance with the Contract Documents, Page 20 - 40% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
13	Moyno Std 2000 Pumps						
	Payments in Accordance with the Contract Documents, Page 20 - 28% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
14	Moyno Std Grinders						
	Payments in Accordance with the Contract Documents, Page 20 - 23% discount						
	This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.						
15	Poly Tanks/Parts						

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
Payments in Accordance with the Contract Documents, Page 20 - 12% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
16	Husky Diaphragm Pumps/Packages						
Payments in Accordance with the Contract Documents, Page 20 - 21% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
17	Husky Diaphragm Parts						
Payments in Accordance with the Contract Documents, Page 20 - 7% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
18	Hose Pumps						
Payments in Accordance with the Contract Documents, Page 20 - 1% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
19	NOV, LP/Chemineer Agitators and Mixers						
Payments in Accordance with the Contract Documents, Page 20 - 7% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
20	NOV, LP/Chemineer Parts						
Payments in Accordance with the Contract Documents, Page 20 - 2% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
21	NOV, LP/Kenics Static Mixers						

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
Payments in Accordance with the Contract Documents, Page 20 - 7% discount This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications.							
22	Carl Eric Johnson Chemical Feed Skids						
Payments in Accordance with the Contract Documents, Page 20 - varies discounts, see page 3, proposal #15-069-R-2 for list of skids This line item is based in whole or in part on a dollar (DO) threshold and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, conditions and specifications. Discount Varies							
23	Regular Shop Labor				Hour (s)	70	
24	Regular Field Service Labor				Hour (s)	90	
25	Overtime Shop Labor				Hour (s)	120	
26	Overtime Field Service Labor				Hour (s)	120	
27	Weekend or Holiday Shop Labor				Hour (s)	160	
28	Weekend or Holiday Field Service Labor				Hour (s)	160	

HILLSBOROUGH COUNTY



SOLE SOURCE CONTRACT

FILE NO. SS-P-0251-0-2014/MM

WATER AND WASTEWATER TREATMENT PLANT
PUMPS, TANKS, PARTS AND SERVICES

PUBLIC UTILITIES DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PROCUREMENT SERVICES

J. Thomas Fesler
Director of Business and Support Services, Procurement

Michelle Maitlen
Procurement Analyst

WEB SITE: <http://www.hillsboroughcounty.org/procurementservices>
EMAIL: procurementservices@hillsboroughcounty.org

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR
P. O. BOX 1110
TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790
FAX NUMBER: (813) 272-6290

Contract Terms and Conditions

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Terms and Conditions

A) Definitions

1) Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

2) Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3) Bid(s), or Bidder's Bid

"Bid(s), Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

4) Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

5) Board of County Commissioners

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

6) Business Day(s)

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

7) Change Order

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

8) Close Date

"Close Date" or "Bid Submittal Deadline" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document as more specifically set forth in this Solicitation Document.

9) Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, Requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, and all provisions required by law to be a part of the contract documents, whether actually inserted therein or not.

10) Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

11) Contract Time or Contract Period

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

12) Contractor

"Contractor" shall mean the Successful Bidder/Proposer and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

13) County

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

14) County Administrator

"County Administrator" shall mean the County Administrator of Hillsborough County.

15) Day(s)

"Day(s)" shall mean one calendar day.

16) Designee

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

17) Minimum Specifications

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

18) Modification Agreement

"Modification Agreement" shall mean the written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after execution of the Agreement.

19) Notice

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

20) Notice to Proceed

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

21) Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

22) Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

23) Project Manager

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

24) Proposer

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

25) Purchase Order

"Purchase Order" shall mean the County's written document to the Contractor formalizing all the terms and conditions of the successful Bid/Proposal, thereby forming a valid contract between the County and the Successful Bidder/Proposer.

26) Quote(s)

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

27) Service(s)

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

28) Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

29) Solicitation Document

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

30) Specifications

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

31) Subcontractor

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

32) Successful Bidder/Proposer

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

33) Unilateral Change Order

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

34) Work

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

B) Instructions

1) Award of Contract and Rejection of Offer

a) The County, in its sole discretion, may determine whether acceptance of the Offer is in the best interest of the County. Further, the County reserves the right to reject an Offer and to waive any informality concerning a Offer whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

b) The County also reserves the right to reject the Offer of any Bidder/Proposer:

- i) determined to be non-responsible due to failure to perform properly or timely on a comparable contract;
and
- ii) who is not in a position to perform the contract.

c) Bidder/Proposer must have the capacity, knowledge, skill and general ability to fully perform. Bidder/Proposer must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder/Proposer to submit documentation and other evidence attesting to the Bidder's/Proposer's responsibility. The County may reject Bidder's/Proposer's Offer if, at the County's sole discretion, Bidder/Proposer fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder/Proposer is not responsible.

2) Bid Documents

- a) The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment (s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.
- b) Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.
- c) The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.

3) Bid/Proposal/Quote Pricing

Bid/Proposal/Quote pricing must be quoted only on the Bid/Proposal/Quote form(s) provided with this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

4) Bidder/Proposer Responsible for Examining/Investigating Work Site(s)

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

- a) excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or
- b) be a basis for any claims for additional compensation and/or for any extensions of time.

5) Bidder's/Proposer's Understanding of the Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

6) Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

7) Compliance With Occupational Safety And Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/Proposer must meet and conform to all O.S.H.A. requirements.

8) Condition of Goods, Shipping Costs, and Claims Against Carrier

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

9) Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

10) Electronic Payment Solutions

- a) ePayables - The County has an ePayables electronic payment solution where the Bidder/Proposer may choose to be paid by a VISA credit card account. If the Bidder/Proposer requests to participate in the County's ePayables electronic payment solution, the

Bidder/Proposer should indicate its acceptance in its Bid/Proposal/Quote. If the Bidder/Proposer has indicated that it will accept the County's VISA credit card for payment, then the Bidder/Proposer will be required to sign an ePayables Enrollment Form after the Contract has been awarded. The Bidder/Proposer must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.

b) ACH (Direct Deposit) - The County has an ACH payment solution where the Bidder/Proposer may choose to be paid with direct deposit. If the Bidder/Proposer requests to participate in the County's ACH electronic payment solution, the Bidder/Proposer should indicate its acceptance in its Bid/Proposal/Quote. If the Bidder/Proposer has indicated that it will accept the County's ACH for payment, then the Bidder/Proposer will be required to sign a Direct Deposit Authorization Form after the Contract has been awarded.

c) For more information on both Electronic Payment Solutions, go to:
www.hillsboroughcounty.org/DoingBusinesswithCounty

11) Execution of Written Agreement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

12) Florida Public Records Law

a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

b) All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

d) The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

e) Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

f) If, under this Contract, the Contractor is providing Services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records laws, and specifically will:

- i) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services being performed by the Contractor;
- ii) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv) Meet all requirements for retaining public records and transfer, at no cost, to the County 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 County in a format that is compatible with the information technology systems of the County.

13) Hillsborough County Business Tax

All Bidders/Proposers are required to comply with Hillsborough County Ordinance No. 95-4, as amended by 02-5 and as may be amended in the future. Failure of a Bidder/Proposer to comply with such Ordinance shall not be a basis to protest the County's award of the Contract; instead, any reported failure of a Bidder/Proposer to comply with the Ordinance will be referred to the Hillsborough County Tax Collector.

14) IRS Substitute W-9, Request for Taxpayer Identification Number and Certification

All Bidders/Proposers are requested to complete and submit the attached Substitute W-9 form with their Offer.

15) Licensing

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

16) Modification and/or Withdrawal of Offer Prior to Close Date

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

17) No Assignment of Offers

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

18) Public Entity Crimes Statement

1) 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, offer, or proposal on a contract to provide any goods or services to 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 in excess of the threshold amount provided in 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.

2) Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offer, or Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, or proposal.

19) Requested Information and Descriptive Literature

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

20) Taxes

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

21) Time Period Offer is Valid

Bidder's/Proposer's Offer shall be in force for a period of not less than ninety (90) Days after the Bid Submittal Deadline/Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Bidder/Proposer of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Bidder/Proposer may extend its

Offer at any time prior to the scheduled expiration thereof.

C) General Terms and Conditions

1) Applicable Law

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

2) Changes in the Work/Unilateral Change Orders/Modifications

- a) Without invalidating the Contract, the County may, at any time or from time to time, through its Director of Business and Support Services - Procurement or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order, Unilateral Change Order or Modification Agreement. The cumulative total of Unilateral Change Orders shall not exceed \$25,000.00. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions shall be valid and enforceable only when authorized by a written Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order, Unilateral Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.
- b) Additional Work performed by the Contractor without the authorization of a Change Order, Unilateral Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.
- c) The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.
- d) It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

3) Contractor Must Have Legally Authorized Workforce

- a) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:
- i) that Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States,
 - ii) that all of Contractor's employees are legally eligible to work in the United States, and
 - iii) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).
- b) A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.
- c) Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- d) In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- e) Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
- iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.
- viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- (xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

4) Contractor Use of Hillsborough County For Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5) Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

6) County as Intended Beneficiary of Subcontracts

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

7) Emergencies

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price

or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension

of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

8) Failure to Perform

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- a) Obtain the goods, Services and/or Work from another contractor; and/or
- b) Terminate the Contract; and/or
- c) Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- d) Pursue any and all other remedies available to the County.

9) Fiscal Non-Funding/Availability of Funding

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Successful Bidder/Proposer and/or Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Successful Bidder/Proposer and/or Contractor for any authorized goods and/or Services provided prior to the Successful Bidder's/Proposer's and/or Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

10) Hand Sanitizer Ordinance (05-8)

(This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance 05-8, as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

11) Hillsborough County Equal Opportunity Clause

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

a) General: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b) Recruitment: The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or marital status.

c) Unions: The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the Contractor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) Compliance Reports: The Contractor will maintain records and information assuring compliance with these requirements and shall submit to the designated County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or Contractor's designee may determine to be necessary to enable Contractor to ascertain whether the Contractor has complied or is complying with these requirements. The Contractor will permit access to its books, records and accounts by the County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the Contractor and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under this Contract.

e) Sanctions: In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.

f) Subcontractors: The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The Contractor will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In addition, the Contractor, with regard to the work performed during the Contract Period, shall not discriminate on the basis of familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

g) Federal Requirements: In the event this Contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

h) Applicable Federal Laws, Orders and Regulations:

- i) Section I of the Fourteenth Amendment to the United States Constitution.
- ii) Title VI of the Civil Rights Act of 1964.
- iii) Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- iv) Civil Rights Acts of 1866 and 1870.
- v) Standards for a Merit System of Personnel Administration, 45 CFR 70.
- vi) Revised Order Number 4, 41 CFR 60 2.10.
- vii) Rehabilitation Act of 1973, P.L. 93 112.
- viii) Interagency Agreement dated March 23, 1973.
- ix) Executive Order 11914, Non discrimination with Respect to the Handicapped in Federally Assisted Programs.
- x) Age Discrimination Act of 1967, P.L. 94 135
- xi) Civil Rights Act of 1968, P.L. 90-284
- xii) Veterans Readjustment Act.
- xiii) Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended).
- xiv) Office of Management and Budget Circular 102, Attachment O
- xv) Age Discrimination in Employment Act, as amended.
- xvi) Civil Rights Restoration Act of 1987.
- xvii) Federal Civil Rights Act of 1991.
- xviii) Americans with Disabilities Act.
- xix) General Accounting Procedures, 45 CFR, Part 74 and/or Part 92.
- xx) Clean Air Act, 42 USC 1857(h), section 306.
- xxi) Clean Water Act, 33 USC 1368, section 508.
- xxii) Executive Order 11738.
- xxiii) Environmental Protection Agency Regulations, 40 CFR, Part 15.27.8.2.

i) Applicable State Statutes, Orders and Regulations:

- i) State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- ii) Florida Statutes, Chapter 112.042, requires non discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- iii) Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- iv) Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment. v) Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- vi) Florida Civil Rights Act of 1992, as amended.

j) Applicable Hillsborough County Ordinances:

- i) Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- ii) Hillsborough County Ordinance #83-9, (Home rule Charter) Article IX, Section 9.11, provides that no person shall be

deprived or any right because of race, sex, age, national origin, religion, physical handicap, or political affiliation.

12) Indemnification

- a) General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.
- b) Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.
- c) The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:
- i) written notice of any action or threatened action;
 - ii) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and
 - iii) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

13) Injury and/or Damage Claims

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

14) Interpretation and Intent of Contract Documents

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

15) Laws and Regulations

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

16) Maintenance of Records

The Contractor will keep adequate records and supporting documentation applicable to this Contract. Said records and documentation will be retained by the Contractor for a minimum of six (6) years from the date of termination of this Contract or from the date of final payment under this Contract, whichever is longer (the "Record Retention Period"). The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the Contract Period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record

Retention Period, the County shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

17) No Assignment of Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

18) Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

19) Notices to Contractor

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

20) Notices to County

All Notices to the County must be sent by the Successful Bidder/Proposer to the following person(s): Name:

Clifford Amundsen

Title: Contract Manager
Mailing: 332 N. Falkenburg Rd, Tampa, FL 33619
E-Mail: AmundsenC@hillsboroughcounty.org
Phone Number: 813.663.3218
Facsimile Number: 813.635.7387

21) Payment and Completion

- a) The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.
- b) The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.
- c) The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.
- d) The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:
 - i) The Work is defective;
 - ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.
- e) As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

22) Payment to Contractor by Electronic Payment Solution

a) ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.

b) Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.

c) ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail.

23) Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

24) Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

25) Project Manager's Status

a) County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

b) Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

26) Severability

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

27) Solid Waste Collection and Disposal (Solid Waste Ordinance 96-34)

(This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Utilities Department at 813-272-5977 ext. 43907. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.

28) Starting The Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

29) Statement of Assurance

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply

with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

30) Suspension of Work

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

31) Termination for Contractor Being on the Scrutinized Companies with Activities in the Sudan List and/or Scrutinized Companies with Activities in the Iran Petroleum Energy List

Contractor is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the Contract Period, the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

D) Special Terms and Conditions

1) Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a five (5)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Purchase Order.

2) Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

3) Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then Issue a Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

4) Purchase Order/Contract

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid Contract between the County and the Contractor upon issuance of a Purchase Order by the County.

5) Termination for Convenience

The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County. Notification of termination shall be provided to the Contractor in writing by certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to Contractor's receipt of said termination notice.

6) Time of Delivery

Delivery of the goods and/or performance of the Services and/or Work must be in accordance with Section F, after receipt of a Purchase Order. The Contractor shall be responsible for all freight charges. Offers that propose delivery that does not fall within this required delivery time will be subject to rejection.

7) Unilateral Extension Periods

The County, through its Director of Business & Support Services or designee, reserves the right to unilaterally extend the Contract Period or the renewal period of this Contract for up to three (3) additional one (1) month periods or any portion thereof, at the same

terms and conditions. Notice of the County's intent to extend the Contract Period and/or the renewal period shall be provided by the County in writing to the Successful Bidder/Proposer prior to the expiration of the Contract, or the renewal period.

F) Pricing

1) Carl Eric Johnson Inc. will provide parts at the following discounts:

Category	Manufacturer	Discount (frt included)	Stock Lead Time	Non-Stock Lead Time
DME/DMS Pumps	Grundfos	50%	1-2 wks	2-4 wks
DMH	Grundfos	24%	1-2 wks	2-4 wks
Alldos Service Kits	Grundfos	17%	1-2 wks	2-4 wks
DDA Pumps	Grundfos	46%	1-2 wks	2-4 wks
DME/ DMS Service Kits	Grundfos	43%	1-2 wks	2-4 wks
Paco Pumps/ kits	Grundfos	51%	1-2 wks	2-4 wks
Paco Motors	Grundfos	24%	2-4 wks	4-6 wks
CR Pumps/ Motors	Grundfos	47%	2-4 wks	4-6 wks
JP Jets	Grundfos	42%	1-2 wks	2-4 wks
4" Subs Pump Ends	Grundfos	46%	1-2 wks	2-4 wks
6" and larger Subs Pump Ends	Grundfos	51%	1-2 wks	2-4 wks
Moyno 2000 Series Parts	Moyno	40%	1-2 wks	4-6 wks
Moyno Std 2000 Pumps	Moyno	28%	4-6 wks	8-12 wks
Moyno Std Grinders	Moyno	23%	4-6 wks	8-12 wks
Poly Tanks/ Parts	Poly Processing	12%	1-2 wks	3-4 wks
Husky Diaphragm Pumps/Pkgs	Graco	21%	1-2 wks	2-4 wks
Husky Diaphragm Parts	Graco	7%	1-2 wks	2-4 wks
Hose Pumps	Graco	1%	1-2 wks	4-6 wks
Chemineer Agitators and Mixers	NOV, LP/Chemineer	7%	1-2 wks	4-6 wks
Chemineer Parts	NOV, LP/Chemineer	2%	1-2 wks	4-6 wks
Kenics Static Mixers	NOV, LP/Kenics	7%	1-2 wks	4-6 wks
Chemical Feed Skids	CEJCO	varies *	4-6 wks	8-10 wks

2.) Carl Eric Johnson, Inc. agrees to provide Labor for repairs at the following rates:

Type	Amount
Regular Shop Labor	\$70 per hour
Regular Field Service Labor	\$90 per hour
Overtime Shop Labor	\$120 per hour
Overtime Field Service Labor	\$120 per hour
Weekend or Holiday Shop Labor	\$160 per hour
Weekend or Holiday Field Service Labor	\$160 per hour

Substitute W-9

Request for Taxpayer Identification Number (TIN) and Certification

All Proposers: Complete this Substitute W-9 Form

PART I – PERSONAL or BUSINESS INFORMATION			
Please type or print legibly.	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service) <u>Carl Eric Johnson Inc.</u>		
	2-BUSINESS NAME (DBA-doing business as), if different from above.		
	3-CHECK ONE BOX to identify the type of business named above. ☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Non-profit 501(c) ☐ Associations/Estate or Trust ☐ Government Entity (Exempt under section 501(a)) ☐ Medical or Legal Corporation ☐ Foreign Entity(fill out appropriate W-form) ☐ LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)		
	4-WITHHOLDING (Optional) ☐ Already subject to backup withholding ☒ Exempt from backup withholding		
	5-PROTECTED STATUS – Florida Statute 119.071(4)(d)		
	Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? ☐ Yes ☒ No		
	6-ADDRESS - Street (include apt # or suite number) <u>17250 MacLeod Dr</u>		
	City <u>Lawrenceville</u> State <u>GA</u>		ZIP <u>30043</u>
	E-mail address <u>cpadilla@cejco.net</u>		
	PART II – TAXPAYER IDENTIFICATION NUMBER (TIN)		
Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).			
SSN		TIN / EIN	<u>58-0918468</u>
PART III - CERTIFICATION			
Under penalties of perjury, I certify that:			
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>		
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding <u>and</u>		
3	I am a U.S. citizen or other U.S. person (see definition below).		
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding			
Sign here >			Date > <u>10/16/14</u>

Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers

The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).

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

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

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

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid for the same purpose and that this Bid is, in all respects, fair and without collusion or fraud. The undersigned understands that this Proposal must be signed in ink and that an unsigned Proposal will be considered incomplete and subject to rejection by Hillsborough County.

At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Invitation to Bid.

The above-named Proposer affirms and declares:

- (1) That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.
- (3) That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (4) That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.
- (5) That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.
- (6) That the Proposer has not altered the original Agreement in any way and further understands that any such alteration of the original Agreement document may result in rejection of the Proposal.
- (7) Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Irene L Bryant

Witness

BY: CPR (SEAL)
(Authorized Signature in Ink)

Irene L Bryant

Witness

Crystal Padilla
(Printed Name of Signer)



CFO
(Title of Person Signing)

CORPORATE SEAL

(Where appropriate)

10/16/2014
(Date Signed)

ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION

STATE OF Georgia COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this

10/16/2014 By Crystal Padilla, CFO
(Date) (Name of officer or agent, title of officer or agent)

of Carl Eric Johnson Inc. a Georgia corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

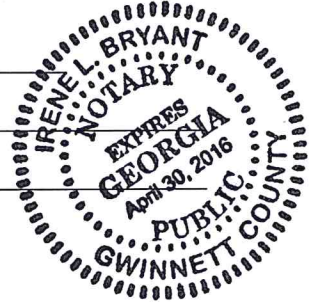
N/A as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 10/16/2014
(Date)

Irene L Bryant
(Official Notary Signature and Notary Seal)

Irene L Bryant Commission Number _____
(Name of Notary typed, printed or stamped) Commission Expiration Date _____



ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP

STATE OF Georgia COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF PROPOSER, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

Sole Source Procurement Request
Submit to: Department of Procurement Services

Department: Public Utilities Department Contact Person: Clifford Amundsen Phone: 813-663-3218

Description of Product/Service: Water and Wastewater Pumps and Tanks

RQ Number: Estimated amount of this purchase \$ 2,527,240.00 Vendor: Carl Eric Johnson, Inc.

Desired start/delivery date: September 1, 2014 (Purchase Agreement Requested with One (1) Five (5) year Term Agreement)

In accordance with the Procurement Manual, Chapter Two, Section 2.6, provide the following information in order to document the sole source request.

1. ***Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.***

The Public Utilities Department's Water and Wastewater facilities pumps and chemical storage tanks require regular and emergency repair and maintenance. Many facilities have standardized their chemical feed pumps and storage tanks with the brand names of Grundfos, Moyno and Poly Processing. To replace/repair these with different equipment would require major modification of operational systems, increase costs, and delay repairs. This could result in National Pollutant Discharge Elimination System permit violations.

2. ***Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and attach a letter from the manufacturer confirming, claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this Sole Source.)***

Carl Eric Johnson, Inc., is the only authorized distributor and representative for this area. Sole Source documentation is attached.

3. ***Describe the result of your negotiation efforts with the vendor to obtain the best possible price (i.e., vendor's initial offer versus final offer).***

Carl Eric Johnson, Inc., has offered Hillsborough County a range of discount pricing off of their catalog prices for all equipment purchased (see attached).

4. ***Explain why the price for this product or service is considered to be fair and reasonable. Provide documentation to support the fair and reasonable pricing.***

The Public Utilities Department considers the discounted pricing provided by Carl Eric Johnson, Inc., to Hillsborough County to be fair and reasonable when compared to similar and equal services rendered and provided to other municipalities in the state of Florida. These municipalities include the City of Port Wentworth, the City of Haines City, the City of Hollywood, the County of Manatee and Huntsville Utilities (see attached).

5. ***Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?)***

If future pumps or parts are needed they can only be purchased from Carl Eric Johnson, Inc. The County is obligated to use the services of the manufacturer's authorized representative for replacement pumps, parts, and tanks otherwise new chemical feed systems would have to be constructed.

6. Explain the consequence(s) to the County or Public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

This equipment is critical to the operation of our facilities. Without these chemical feed pumps and storage tanks our facilities would experience interruption of service and possible violation of facility guidelines permits and potential regulatory fines.

7. Funding/Budget Source: (Check all that apply)
- | | | | |
|-------------------------------------|--------------|-------------------------------------|------------|
| ☒ | Operating | ☒ | Enterprise |
| ☐ | Capital | ☐ | Grant |
| ☐ | Other: _____ | | |

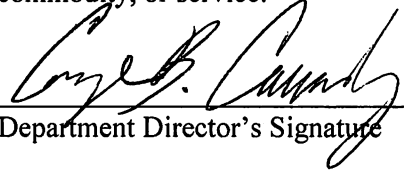
8. Provide a sentence that addresses the funding source for this procurement that is appropriate for the Recommendation/Staff Recommended Motion section of the Agenda Item at the time of award (per A.D. 04): Funding is provided in the Public Utilities Department Operational Budget.

9. Advertising Index/Subobject Code: 40100.120581.549300.5360

10. This procurement ☐ is ☒ is not related to one or more of the Board's strategic goals.

If so, which:

I hereby request that a Sole Source be approved for the procurement of the above statement of work, material, equipment, commodity, or service.


Department Director's Signature

George B. Cassady P.E.
Name

7/31/14
Date

Carl Eric Johnson, Inc.

Authorized Service Center

Chemineer -- Moyno -- Graco -- Grundfos -- Peerless

HOME OFFICE:

1725-Q MacLeod Drive Lawrenceville, GA 30043
Phone: 678-377-3100 Fax: 678-377-2021
Website: www.cejco.net



BRANCH OFFICE:

5385 Gateway Blvd. Ste 6 Lakeland, FL 33811
Phone: 863-940-4832 Fax: 863-940-4834
E-mail: croberts@cejco.net

July 24, 2014

Mr. Clifford J. Amundsen,
Contracts Manager
Hillsborough Co. Public Utilities Depart
Hillsborough County BOCC

Phone: 813-663-3218

Ref: Quote for Hillsborough County

Dear Mr. Amundsen,

We are pleased to provide the following quote discount levels for Hillsborough County's procurement of these manufacturer's products:

Category	Manufacturer	Discount (frt included)	Stock Lead Time	Non-Stock Lead Time
DME/DMS Pumps	Grundfos	50%	1-2 wks	2-4 wks
DMH	Grundfos	24%	1-2 wks	2-4 wks
Alldos Service Kits	Grundfos	17%	1-2 wks	2-4 wks
DDA Pumps	Grundfos	46%	1-2 wks	2-4 wks
DME/ DMS Service Kits	Grundfos	43%	1-2 wks	2-4 wks
Paco Pumps/ kits	Grundfos	51%	1-2 wks	2-4 wks
Paco Motors	Grundfos	24%	2-4 wks	4-6 wks
CR Pumps/ Motors	Grundfos	47%	2-4 wks	4-6 wks
JP Jets	Grundfos	42%	1-2 wks	2-4 wks
4" Subs Pump Ends	Grundfos	46%	1-2 wks	2-4 wks
6" and larger Subs Pump Ends	Grundfos	51%	1-2 wks	2-4 wks
Moyno 2000 Series Parts	Moyno	40%	1-2 wks	4-6 wks
Moyno Std 2000 Pumps	Moyno	28%	4-6 wks	8-12 wks
Moyno Std Grinders	Moyno	23%	4-6 wks	8-12 wks
Poly Tanks/ Parts	Poly Processing	12%	1-2 wks	3-4 wks
Husky Diaphragm Pumps/Pkgs	Graco	21%	1-2 wks	2-4 wks
Husky Diaphragm Parts	Graco	7%	1-2 wks	2-4 wks
Hose Pumps	Graco	1%	1-2 wks	4-6 wks
Chemineer Agitators and Mixers	NOV, LP/Chemineer	7%	1-2 wks	4-6 wks
Chemineer Parts	NOV, LP/Chemineer	2%	1-2 wks	4-6 wks
Kenics Static Mixers	NOV, LP/Kenics	7%	1-2 wks	4-6 wks
Chemical Feed Skids	CEJCO	varies *	4-6 wks	8-10 wks

* See Page 3, Proposal #15-069-R-2 for list of skids.

Please note the following:

Lowest Price Available for any Similar Customer and Volume
Minimum order value = \$150
Shipped FOB Destination
Pricing above does not apply for Emergency Orders
Subject to escalation annually
Lead times shown can vary depending on stock availability at time of order placement.
Some items may have a longer lead time than shown due to special manufacturing requirements.
Training to be provided as needed with a minimum of two training sessions annually at no charge.
Government purchases with Visa or MasterCard credit card allowed. American Express is not accepted.

Certified Repair Facility

Carl Eric Johnson, Inc. has a local service center offering factory trained and certified repair capabilities. Some field repairs, depending on the product, are also available. Charges vary depending upon the actual time required to repair a specific product. Labor rates are shown below:

Shop Labor Rate \$70 per hour
Field Service Labor Rate \$90 per hour

Overtime Rate (exceeds 8 hour day):
Shop Labor Rate: \$120 per hour
Field Service Labor Rate: \$120 per hour

Weekend or Holiday Rate:
Shop Labor Rate: \$160 per hour
Field Service Rate: \$160 per hour

If you would like to place an order, please address and send to:

CARL ERIC JOHNSON, INC.
1725Q MacLeod Drive
Lawrenceville, GA 30043
FAX 678-377-2021 or
email: dstory@cejco.net

Please give me a call if at 407-618-4386 you need anything else. Thank you for consideration.

Best Regards,
Del Story
Del Story

Attachment: Page 3, Skid Proposal

Cc: CEJ

Proposal #15-069-R2-BUDGET

Chemical Feed Pricing for CEJCO Standard Systems

Skid Model Number	List Price	Cost Each	Number of Pumps	Size of Pumps	Frame Material	Piping Material	Size of Suction Piping	Size of Discharge Piping	Gasket / O-Ring Material	Ball Valve Type	Number of Y-Strainers	Number / Size of Cal. Column's	Number of PRV's	Number of BPV's	Number of PSI Gauges	Number of Dampeners	Junction Box
2SP-P-P	\$8,965	\$7,387	2	SMART Pumps	1/2" PP or PVC Sheet	SCH.80 PVC	1/2"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 500ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
2SP-S-P	\$8,861	\$7,302	2	SMART Pumps	2" 304SS Square Tube	SCH.80 PVC	1/2"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 500ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
3SP-P-P	\$11,059	\$9,112	3	SMART Pumps	1/2" PP or PVC Sheet	SCH.80 PVC	1/2"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 500ml	3	2	2	2	NEMA 4X Polycarbonate, 120V
3SP-S-P	\$10,974	\$9,043	3	SMART Pumps	2" 304SS Square Tube	SCH.80 PVC	1/2"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 500ml	3	2	2	2	NEMA 4X Polycarbonate, 120V
2MP-P-P	\$10,983	\$9,050	2	DME 60-150	1/2" PP or PVC Sheet	SCH.80 PVC	3/4"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 2000ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
2MP-S-P	\$10,717	\$8,830	2	DME 60-150	2" 304SS Square Tube	SCH.80 PVC	3/4"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 2000ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
3MP-P-P	\$14,014	\$11,547	3	DME 60-150	1/2" PP or PVC Sheet	SCH.80 PVC	3/4"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 2000ml	3	2	2	2	NEMA 4X Polycarbonate, 120V
3MP-S-P	\$13,767	\$11,344	3	DME 60-150	2" 304SS Square Tube	SCH.80 PVC	3/4"	1/2"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1 - 2000ml	3	2	2	2	NEMA 4X Polycarbonate, 120V
2LP-P-P			2	DME 375-940	1/2" PP or PVC Sheet	SCH.80 PVC	1-1/2"	1"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1-5000ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
2LP-S-P			2	DME 375-940	2" 304SS Square Tube	SCH.80 PVC	1-1/2"	1"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1-5000ml	2	1	1	1	NEMA 4X Polycarbonate, 120V
3LP-P-P			3	DME 375-940	1/2" PP or PVC Sheet	SCH.80 PVC	2"	1"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1-5000ml	3	2	2	2	NEMA 4X Polycarbonate, 120V
3LP-S-P			3	DME 375-940	2" 304SS Square Tube	SCH.80 PVC	2"	1"	VITON	Ion-Vented True Union (Hypo Req. Vented	1	1-5000ml	3	2	2	2	NEMA 4X Polycarbonate, 120V

Terms and Conditions:

Submittal:	7 to 10 business days after purchase order acceptance by CARL ERIC JOHNSON, INC.
Shipment:	Subject to shop schedule at time of receipt of approved submittal and fulfillment of any requirements per contract terms and conditions
Freight:	FOB Destination
Terms:	To Be Determined
Tax:	Not Applicable
Submittals:	Up to 2 Hard and 2 CD Copies Included In Proposal Each Additional Copy is \$30.00
O&M's:	Up to 2 Hard and 2 CD Copies Included In Proposal Each Additional Copy is \$30.00
Cancellation Fee:	Cancellation Charges will be assessed at time of cancellation based on project status, restocking fees associated with returning items received or scheduled for delivery before cancellation order is issued

General Notes / Comments:

- 1) Be sure to check chemical compatibility before purchasing system as materials of construction may need to change.
- 2) PP or PVC Frames to have 6" Deep Integral Containment Basin and be assembled using welded construction only.
- 3) Y-Strainers to be HAYWARD True Union
- 4) Pressure Relief Valves (PRV) to be GRIFFCO with FNPT Connections
- 5) Back Pressure Valves (PRV) to be GRIFFCO with FNPT Connections
- 6) Pressure Gauges to be 2" SS Liquid Filled Dials with 0-160 PSIG Range, each gauge will have a PLAST-O-MATIC Gauge Guard installed on the Inlet side of the gauge.
- 7) Calibration Columns to be ACCUDRAW PV#2 Series
- 8) All Piping and Pipe Fittings to be SCH.80 PVC manufactured by SPEARS
- 9) All Ball Valves to be ASAHI Type 21 True Union with PVC Wetted Parts and VITON O-Rings with a PTFE Seat backed with EPDM or VITON
* Chemical Compatibility of Valve O-Rings will need to be determined on a per chemical basis. For Hypo VITON would be great, for Caustic it won't be and EPDM will need to be
- 10) Junction Box to be RBOX NEMA 4X Polycarbonate, 120V Master Disconnect Switch, Circuit Breaker for each pump, and Screw type 5.2mm Terminal Block with all pump control ca

Most Recent Pricing Update: 05/08/2014





CARL ERIC JOHNSON, INC.

1725 Q MACLEOD DRIVE, LAWRENCEVILLE, GEORGIA 30043
TELEPHONE (678) 377-3100 FAX (678) 377-2021

July 8, 2014

OTHER LOCATIONS

Bessemer, AL
(205) 428-9422
Fax (205) 428-9629

Chattanooga, TN
(423) 899-5012
Fax (423) 892-6911

Fort Myers, FL
(239) 415-0251

Hartselle, AL
(256) 773-8075
Fax (256) 773-8051

Roswell, GA
(770) 993-0761
Fax (770) 998-8862

Sandersville, GA
(478) 553-1955
Fax (478) 553-1956

Savannah, GA
(912) 352-0762
Fax (912) 352-0763

Tampa, FL
(727) 744-3212

Warner Robins, GA
(478) 225-9530

Hillsborough County Public Utilities Department
Hillsborough County BOCC
Attn: Purchasing

Re: Sole Source Letter

This letter is to confirm that Carl Eric Johnson, Inc. (aka CEJCO) is the sole builder and supplier of its CEJCO Services Pump Skids. For more information on these products, you may contact us at the information above, or your local Sales Engineer listed below.

Del Story
Ph: 407-618-4386
Dstory@cejco.net

Thank you for your time and consideration. We look forward to fulfilling your equipment needs.

Sincerely,



Crystal Padilla



National Oilwell Varco, LP
5870 Poe Avenue
PO Box 1123 (45401)
Dayton OH 45414-3341
Phone: 937-454-3200
Fax: 937-454-3379

June 27, 2014

Mr. Clifford Amundsen
Contracts Manager
Hillsborough Co. Public Utilities Dept
Hillsborough County BOCC

Phone: 813-663-3218

Number of Pages: ONE

Sub: Sole Source Letter Representative
and Authorized Service Center

Dear Mr. Amundsen,

This letter is to confirm that Carl Eric Johnson, Inc. is the sole authorized representative in the peninsular State of Florida for Chemineer products including Kenics static mixers, Chemineer agitators, Greerco mixers, Prochem mixers, and OEM replacement parts.

The local contact information and Authorized Chemineer Service Center is:

Chemineer, Inc.
c/o Carl Eric Johnson, Inc.
5385 Gateway Blvd, Ste 6
Lakeland, FL 33811
Phone: 813-473-4054 FAX: 813-707-0479

Mr. Del Story is our sales representative for your area. He can be reached at 407-618-4386. If you have any questions or need additional information, please contact either Del Story or Carolyn Roberts at the phone/fax numbers above. You may also contact me direct at 937-454-3200 for further confirmation.

Thank you for your consideration of Chemineer. We look forward to the opportunity to serve you in the very near future.

Regards,

Kevin Walsh

cc: C Roberts
D Story
file



03/18/21014

Mr. Mike Jamison
Utilities Maintenance Supervisor
Hillsborough County, Florida

Subject: Graco Process Division Authorized Distributor & Service Center

Dear Mr. Jamison,

The sole authorized distributor in Hillsborough County, FL for Graco Husky Air-Operated Double Diaphragm Pumps, EP Series Peristaltic Hose Pumps, and OE Repair Parts is Carl Eric Johnson Company.

Carl Eric Johnson Company Maintains Graco Process Division Factory-Authorized Repair Centers at:

1725Q MacLeod Drive
Lawrenceville, GA 30043
Ph: 678-377-3100

5385 Gateway Blvd
Bldg #6
Lakeland, FL 33811
Ph: 813-473-4054

Mr. Del Story is our Hillborough County Sales Representative with offices in Lake Mary, FL and can be reached at 407-618-4386.

If I can be of any assistance, please contact me at the number provided below.

Sincerely,

Rob Woodward
Senior Account Manager
Southeast Region
Graco Process Division
Ph: 704-995-3078



POLYPROCESSING
SOLUTIONS, SIMPLIFIED.

Randy Zimmer
5795 Furlong Way
Hamilton, OH 45011
February 24, 2014

To Whom It May Concern:

Carl Eric Johnson is our exclusive tank and pump representative for Hillsborough County, FL. CEJCO also has our endorsement as a municipal design expert being current with our latest chemical packages and fittings practices. Furthermore, we value Carl Eric Johnson as one of our top municipal representatives across the nation in experience, customer satisfaction, and expertise.

Sincerely,

Randy Zimmer
Director of Sales and Marketing
Poly Processing Company, LLC



Always the Right Solution™

Moyno Incorporated
1895 West Jefferson St.
Springfield, Ohio 45506
Phone: (937) 327-3265
Fax: (937) 327-3572
February 3, 2014

Mr. Mike Jamison
Utilities Maintenance Supervisor
Hillsborough County, Florida

Subject: Robbins & Myers - Moyno, Inc. - Authorized Distributor

Dear Mr. Jamison,

The sole authorized distributor of Genuine Moyno Pumps and replacement Parts in Hillsborough County, Florida is:

*Carl Eric Johnson, Inc.
1725Q MacLeod Drive
Lawrenceville, Georgia 30043
Phone: 678/377-3100
Fax: 678/377-2021*

MOYNO CERTIFIED REPAIR FACILITY
Carl Eric Johnson, Inc.
5385 Gateway Blvd. – suites 6 & 7
Lakeland, Florida 33811
Phone: 813/473-4054

Del Story maintains a sales office for Carl Eric Johnson, Inc. in Lake Mary, FL and can be contacted at 407/618-4386. Orders or inquiries for Moyno Pumps and Parts should be directed to either Beverly Garner, Mark Weaver or Ken Purl at the above Lawrenceville, GA address.

Feel free to call me at the number above if additional information is required.

Thank you for your interest and support of Moyno products.

Sincerely,

Doug Smith
Municipal Contracts Engineer

Cc: Roy Leffew, Beverly Garner, Del Story

CORPORATION

GRUNDFOS PUMPS

17100 W. 118th Terrace
Olathe, KS 66061
USA

Telephone: 913/227-3400
Fax: 913/227-3500
Voicemail: 913/227-3570
www.grundfos.com

February 1, 2014

Reference Central Florida
Greetings to whom it may concern,

This letter comes as information and proof of evidence that Carl Eric Johnson Co., aka CEJCO, Inc. is the sole source provider for Grundfos branded products in municipal applications.

Carl Eric Johnson Co., Inc. is our representative also for industrial products, but, they are our sole municipal representative.

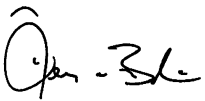
Thank you,

Dean Kirkner

Dean Kirkner

Grundfos Pumps, Corp.

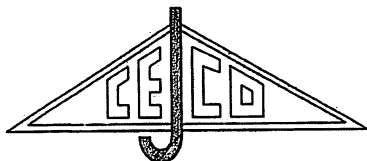
Business Unit Director



Invoice	Date	Customer	Manufacturer	Category	Customer Discount (Does not include frt)	Customer Discount (frt included)	Hillsborough Discount (frt included)
38887	4/1/2014	City of Port Wentworth	Grundfos	DME/ DMS Service Kits	45%	43%	43%
39475	5/14/2014	City of Haines City	Grundfos	DMH	26%	24%	24%
40275	7/11/2014	Huntsville Utilities	Grundfos	Paco Pumps/ Kits	52%	51%	51%
40332	7/17/2014	Huntsville Utilities	Grundfos	Paco Pumps/ Kits	52%	51%	51%
38857	3/31/2014	County of Manatee	Moyno	2000 Series Parts	42%	40%	40%
37747	1/9/2014	City of Hollywood	Moyno	2000 Series Parts	42%	40%	40%

** Receiver agrees to keep the information above and enclosed confidential.

** Information provided herein may not be disclosed to outside parties without CEJ's explicit written permission.



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0038887-IN

Invoice Date: 4/1/2014

Order Number: 0029533

Order Date: 2/20/2014

Salesperson: GF5

Customer Number: 0713963

Sold To:

CITY OF PORT WENTWORTH
305 SOUTH COASTAL HWY
SAVANNAH, GA 31407

Ship To:

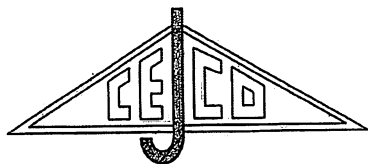
CITY OF PORT WENTWORTH
305 SOUTH COASTAL HWY
SAVANNAH, GA 31407

Customer P.O. 13-3362	Ship VIA FEDEX	Tracking Number 969893560110;			F.O.B. FACTORY	Terms Net 30
Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount
ZGRUN	GRUNDFOS DOSING PARTS/ PUMPS	1	1	0	207.90	207.90
GRUNDFOS Kit, valve DME 375-940 PP/E/G; P/N 96519452						
ZGRUN	GRUNDFOS DOSING PARTS/ PUMPS	1	1	0	225.50	225.50
GRUNDFOS Kit, diaphragm DME 375; P/N 96519472						
ZGRUN	GRUNDFOS DOSING PARTS/ PUMPS	1	1	0	567.60	567.60
GRUNDFOS Kit pump head DME375 PP/E/G NPT 1 1/4; P/N 96561182						
ZGRUN	GRUNDFOS DOSING PARTS/ PUMPS	1	1	0	85.86	85.86
GRUNDFOS Service kit - 208/209D sz 2 PVC/V/C; P/N 96688816						

REMIT TO:

1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	1,086.86
Freight:	15.64
Sales Tax:	0.00
Invoice Total:	1,102.50



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0039475-IN

Invoice Date: 5/14/2014

Order Number: 0029974

Order Date: 3/25/2014

Salesperson: F03

Customer Number: 0338120

Sold To:

CITY OF HAINES CITY
620 E MAIN STREET
HAINES CITY, FL 33844

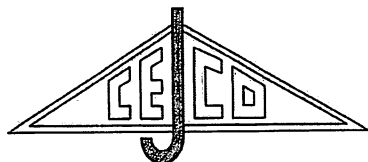
Ship To:

CITY OF HAINES CITY
426 CLAUDE HOLMES SENOR AVE
HAINES CITY, FL 33844

Customer P.O. 533	Ship VIA S.EASTERN PPD	Tracking Number 75303122-1;			F.O.B. OUR WHSE	Terms Net 30
Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount
91835190	DMH 102-10 B-PVC/V/G-X-F1A7A7X	1	1	0	2,760.74	2,760.74

REMIT TO:
1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	2,760.74
Freight:	119.22
Sales Tax:	0.00
Invoice Total:	2,879.96



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0037747-IN

Invoice Date: 1/9/2014

Order Number: 0029058

Order Date: 1/9/2014

Salesperson: F02

Customer Number: 0370550

Sold To:

CITY OF HOLLYWOOD
P.O.BOX 229045
PURCHASING DEPT
Hollywood, FL 33022

Ship To:

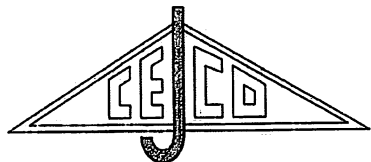
CITY OF HOLLYWOOD WWTP
1621 N.14TH AVENUE
Hollywood, FL 33020

Customer P.O.		Ship VIA		Tracking Number		F.O.B.	Terms
JOHN FEASTER		UPS		1Z3205180353886250;		OUR WHSE	CREDIT CARD
Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount	
PH042D	PACKING GLAND HA	2	2	0	179.22	358.44	

REMIT TO:

1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	358.44
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	358.44



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0038857-IN

Invoice Date: 3/31/2014

Order Number: 0029265

Order Date: 1/28/2014

Salesperson: F02

Customer Number: 0544950

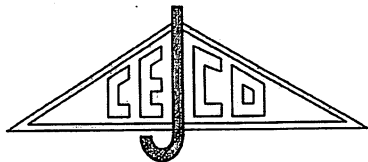
Sold To:
COUNTY OF MANATEE
P.O.BOX 1000
BRADENTON, FL 34206-1000

Ship To:
MANATEE CO. UTILITY OPERATIONS
BIO-SOLIDS DRYER
3331 LENA ROAD
BRADENTON, FL 34202

Customer P.O. P1400272	Ship VIA S.EASTERN PPD	Tracking Number 75303079-9;			F.O.B. OUR WHSE	Terms Net 30
Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount
4252001104	4252001104 STATOR 4J115G4 (CHA	1	1	0	6,330.12	6,330.12
7 WEEKS						
4241868007	4241868007 ROTOR 4J115 (HARD)	2	2	0	15,370.00	30,740.00
7 WEEKS						

REMIT TO:
1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	37,070.12
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	37,070.12



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0040275-IN

Invoice Date: 7/11/2014

Order Number: 0030825

Order Date: 6/5/2014

Salesperson: G02

Customer Number: 0382844

Sold To:
HUNTSVILLE UTILITIES
P.O.BOX 2048
Huntsville, AL 35804

Ship To:
LINCOL/DALLAS WATER TREATMENT
HUNTSVILLE UTILITIES
140 NEELY AVE
TAG PO # 4500028019
HUNTSVILLE, AL 35801

Customer P.O.
4500028019

Ship VIA
BEST WAY

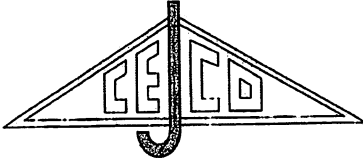
F.O.B.
FACTORY

Terms
Net 30

Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount
ZGRPACO	GRUNDFOS PACO PARTS/ PUMPS	1	1	0	8,116.27	8,116.27
	PACO 2095-1/2 KP ROTATION CLOCKWISE PUMP					

REMIT TO:
1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	8,116.27
Freight:	249.28
Sales Tax:	0.00
Invoice Total:	8,365.55



Invoice

Carl Eric Johnson, Inc.
1725 Q MacLeod Drive
Lawrenceville, GA 30043
(678) 377-3100

Invoice Number: 0040332-IN

Invoice Date: 7/17/2014

Order Number: 0031138

Order Date: 7/1/2014

Salesperson: G02

Customer Number: 0382844

Sold To:
HUNTSVILLE UTILITIES
P.O.BOX 2048
Huntsville, AL 35804

Ship To:
HUNTSVILLE UTILITIES
LINCOLN/DALLAS WATER TREATMENT
140 NEELY AVE
TIMY STOREY/PO # 4500028275
HUNTSVILLE, AL 35801

Customer P.O. 4500028275	Ship VIA UPS	Tracking Number 1Z1Y75X40374049581;			F.O.B. FACTORY	Terms Net 30
Item Number	Description	Ordered	Shipped	Back Ordered	Price	Amount
ZGRPACO	GRUNDFOS PACO PARTS/ PUMPS PACO STAINLESS STEEL SHAFT; P/N 91844429	1	1	0	983.20	983.20
ZGRPACO	GRUNDFOS PACO PARTS/ PUMPS PACO SHAFT SLEEVE; P/N 91909371	1	1	0	1,158.40	1,158.40
ZGRPACO	GRUNDFOS PACO PARTS/ PUMPS PACO WEAR RING KIT; P/N 91909413	1	1	0	358.40	358.40
ZGRPACO	GRUNDFOS PACO PARTS/ PUMPS PACO SEAL KIT; P/N 91909228	1	1	0	413.60	413.60

REMIT TO:
1725Q MACLEOD DRIVE, LAWRENCEVILLE, GA 30043

Net Invoice:	2,913.60
Freight:	15.19
Sales Tax:	0.00
Invoice Total:	2,928.79

Amundsen, Clifford

From: Hendricks, Dorise
Sent: Wednesday, June 11, 2014 8:31 AM
To: Amundsen, Clifford
Subject: FW: Insurance Limits for Purchase of Sole Source Goods
Attachments: Sole Source C E Johnson.doc

Hi Clifford, if it is a commodity purchase only with no service connected, you do not need to worry about insurance as we do not require insurance for purchase only. I hope this helps and you have a great day!

Please be advised that insurance requirements and approvals requested the week of June 4 will be delayed due to computer issues resulting from tipping my computer. They should be returned to everyone by 6/13/2014 if not sooner.

Footnotes:

You will need to share a copy of the insurance requirements with your Procurement Services Representative if they are handling this for you.

Please note: The turnaround time for insurance requirements and approval of contractor insurance is 3 working days from the date the request is received. Please wait until day 4 before checking status. Thanks.

Dorise A. Hendricks, RMPE, MIM

Senior Supervisor

Business and Support Services

Risk Management & Safety Division

Hillsborough County BOCC

p: 813.301-7056 | **f:** 813.635-8284

e: hendricksd@hillsboroughcounty.org

w: <http://www.hillsboroughcounty.org>



Please note: all correspondence to or from this office is subject to Florida's Public Records laws.

From: Amundsen, Clifford
Sent: Wednesday, June 11, 2014 8:27 AM
To: Hendricks, Dorise
Subject: Insurance Limits for Purchase of Sole Source Goods

Hi Dorise

I have an easy one for you.

I have a Sole Source Request that is for the Purchase only of Goods. They want this to be a five year contract. Hillsborough County employees do all the installations of the products purchased.

If I am correct we do not need any insurance for this type of Sole Source Purchase. Correct?

thanks

Clifford J. Amundsen
Contracts Manager
Hillsborough County Public Utilities Department
Hillsborough County BOCC
Phone: 813-663-3218
Fax: 813-635-7387
Email: Amundsenc@hillsboroughcounty.org
w: <http://www.hillsboroughcounty.org>





CARL ERIC JOHNSON, INC.

1725 Q MACLEOD DRIVE, LAWRENCEVILLE, GEORGIA 30043
TELEPHONE (678) 377-3100 FAX (678) 377-2021

July 8, 2014

OTHER LOCATIONS

Bessemer, AL
(205) 428-9422
Fax (205) 428-9629

Chattanooga, TN
(423) 899-5012
Fax (423) 892-6911

Fort Myers, FL
(239) 415-0251

Hartselle, AL
(256) 773-8075
Fax (256) 773-8051

Roswell, GA
(770) 993-0761
Fax (770) 998-8862

Sandersville, GA
(478) 553-1955
Fax (478) 553-1956

Savannah, GA
(912) 352-0762
Fax (912) 352-0763

Tampa, FL
(727) 744-3212

Warner Robins, GA
(478) 225-9530

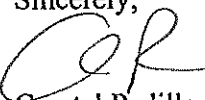
Hillsborough County Public Utilities Department
Hillsborough County BOCC
Attn: Purchasing

Re: Sole Source Letter

This letter is to confirm that Carl Eric Johnson, Inc. (aka CEJCO) is the sole builder and supplier of its CEJCO Services Pump Skids. For more information on these products, you may contact us at the information above, or your local Sales Engineer listed below.

Del Story
Ph: 407-618-4386
Dstory@cejco.net

Thank you for your time and consideration. We look forward to fulfilling your equipment needs.

Sincerely,

Crystal Padilla



National Oilwell Varco, LP
5870 Poe Avenue
PO Box 1123 (45401)
Dayton OH 45414-3341
Phone: 937-454-3200
Fax: 937-454-3379

June 27, 2014

Mr. Clifford Amundsen
Contracts Manager
Hillsborough Co. Public Utilities Dept
Hillsborough County BOCC

Phone: 813-663-3218

Number of Pages: ONE

Sub: Sole Source Letter Representative
and Authorized Service Center

Dear Mr. Amundsen,

This letter is to confirm that Carl Eric Johnson, Inc. is the sole authorized representative in the peninsular State of Florida for Chemineer products including Kenics static mixers, Chemineer agitators, Greerco mixers, Prochem mixers, and OEM replacement parts.

The local contact information and Authorized Chemineer Service Center is:

Chemineer, Inc.
c/o Carl Eric Johnson, Inc.
5385 Gateway Blvd, Ste 6
Lakeland, FL 33811
Phone: 813-473-4054 FAX: 813-707-0479

Mr. Del Story is our sales representative for your area. He can be reached at 407-618-4386. If you have any questions or need additional information, please contact either Del Story or Carolyn Roberts at the phone/fax numbers above. You may also contact me direct at 937-454-3200 for further confirmation.

Thank you for your consideration of Chemineer. We look forward to the opportunity to serve you in the very near future.

Regards,

Kevin Walsh

cc: C Roberts
D Story
file



03/18/21014

Mr. Mike Jamison
Utilities Maintenance Supervisor
Hillsborough County, Florida

Subject: Graco Process Division Authorized Distributor & Service Center

Dear Mr. Jamison,

The sole authorized distributor in Hillsborough County, FL for Graco Husky Air-Operated Double Diaphragm Pumps, EP Series Peristaltic Hose Pumps, and OE Repair Parts is Carl Eric Johnson Company.

Carl Eric Johnson Company Maintains Graco Process Division Factory-Authorized Repair Centers at:

1725Q MacLeod Drive
Lawrenceville, GA 30043
Ph: 678-377-3100

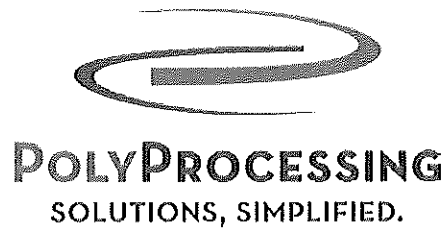
5385 Gateway Blvd
Bldg #6
Lakeland, FL 33811
Ph: 813-473-4054

Mr. Del Story is our Hillborough County Sales Representative with offices in Lake Mary, FL and can be reached at 407-618-4386.

If I can be of any assistance, please contact me at the number provided below.

Sincerely,

Rob Woodward
Senior Account Manager
Southeast Region
Graco Process Division
Ph: 704-995-3078



Randy Zimmer
5795 Furlong Way
Hamilton, OH 45011
February 24, 2014

To Whom It May Concern:

Carl Eric Johnson is our exclusive tank and pump representative for Hillsborough County, FL. CEJCO also has our endorsement as a municipal design expert being current with our latest chemical packages and fittings practices. Furthermore, we value Carl Eric Johnson as one of our top municipal representatives across the nation in experience, customer satisfaction, and expertise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy D. Zimmer', written in a cursive style.

Randy Zimmer
Director of Sales and Marketing
Poly Processing Company, LLC



Always the Right Solution™

Moyno Incorporated
1895 West Jefferson St.
Springfield, Ohio 45506
Phone: (937) 327-3265
Fax: (937) 327-3572
February 3, 2014

Mr. Mike Jamison
Utilities Maintenance Supervisor
Hillsborough County, Florida

Subject: Robbins & Myers - Moyno, Inc. - Authorized Distributor

Dear Mr. Jamison,

The sole authorized distributor of Genuine Moyno Pumps and replacement Parts in Hillsborough County, Florida is:

Carl Eric Johnson, Inc.
1725Q MacLeod Drive
Lawrenceville, Georgia 30043
Phone: 678/377-3100
Fax: 678/377-2021

MOYNO CERTIFIED REPAIR FACILITY
Carl Eric Johnson, Inc.
5385 Gateway Blvd. – suites 6 & 7
Lakeland, Florida 33811
Phone: 813/473-4054

Del Story maintains a sales office for Carl Eric Johnson, Inc. in Lake Mary, FL and can be contacted at 407/618-4386. Orders or inquiries for Moyno Pumps and Parts should be directed to either Beverly Garner, Mark Weaver or Ken Purl at the above Lawrenceville, GA address.

Feel free to call me at the number above if additional information is required.

Thank you for your interest and support of Moyno products.

Sincerely,

A handwritten signature in cursive script that reads "Doug Smith".

Doug Smith
Municipal Contracts Engineer

Cc: Roy Leffew, Beverly Garner, Del Story

CORPORATION

GRUNDFOS PUMPS

17100 W. 118th Terrace
Olathe, KS 66061
USA

Telephone: 913/227-3400
Fax: 913/227-3500
Voicemail: 913/227-3570
www.grundfos.com

February 1, 2014

Reference Central Florida
Greetings to whom it may concern,

This letter comes as information and proof of evidence that Carl Eric Johnson Co., aka CEJCO, Inc. is the sole source provider for Grundfos branded products in municipal applications.

Carl Eric Johnson Co., Inc. is our representative also for industrial products, but, they are our sole municipal representative.

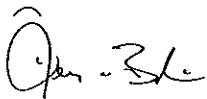
Thank you,

Dean Kirkner

Dean Kirkner

Grundfos Pumps, Corp.

Business Unit Director





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Second Extension to the Amended and Restated Agreement for Services with Danus Utilities, Inc. for sanitary sewer rehabilitation.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Extension No 2 for the Amended and Restated Agreement for Services with Danus Utilities, Inc. and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On October 18, 2011, the City entered into an Agreement for Services with Danus Utilities, Inc. for sanitary sewer rehabilitation services, piggybacking the terms of the Contractor's agreement with the City of Clermont. On January 8, 2013, the City and Danus entered into an Amended and Restated Agreement for Services, clarifying the terms of the October 18, 2011 Agreement. (The 2011 Agreement and 2013 Amended Agreement are collectively referred to as the "Agreement.") The Agreement provides for an initial three year term expiring on July 11, 2014, with three optional one-year renewals thereafter. Further, the Agreement provides that services shall be performed pursuant to periodic written Task Authorizations.

The Clermont agreement has been renewed for the period July 12, 2015 through July 11, 2016.

Danus Utilities, Inc. has been providing excellent service for rehabilitation of various manholes/wetwells and other sanitary sewer rehabilitation items. Therefore, staff recommends exercising the second renewal option, extending the term of the Agreement for one year, commencing July 12, 2015 and continuing until July 11, 2016. Services will continue to be provided pursuant to periodic written Task Authorizations as set forth in the Contract.

On April 21, 2015, Council approved additional spending authorization of \$60,000 for FY 2015. At this time, no additional spending authorization is requested.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Danus Utilities, Inc. Extension No. 2	Danus Utilities Inc Extension No 2.pdf
2.	Vendor Authorization Letter	Danus Letter.pdf
3.	Extension Agreement from Clermont	Renewal No 2.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Harden, David

Created/Initiated - 07/01/2015
Approved - 07/01/2015
Approved - 07/02/2015
Final Approval - 07/02/2015

EXTENSION NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS EXTENSION NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR SERVICES ("Extension") is made and entered into this _____ day of _____, 2015 by and between the **City of Port Orange, Florida**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Danus Utilities, Inc.**, a Florida corporation with its principal place of business at 4133 Saddle Club Drive, New Smyrna Beach, Florida 32168 ("Contractor"), and hereinafter collectively referred to as the "Parties."

WHEREAS, on October 18, 2011, the Parties entered into an Agreement for Services for sanitary sewer rehabilitation services, piggybacking the terms of the Contractor's Agreement with the City of Clermont (the "2011 Agreement"); and

WHEREAS, the 2011 Agreement provides for an initial term of three (3) years, commencing on July 12, 2011 and continuing until July 11, 2014, unless terminated as provided therein, and further provides for three (3) optional one-year renewals upon mutual agreement of the Parties thereto, unless authorized by the City Council for additional extensions; and

WHEREAS, on January 8, 2013, the Parties entered into an Amended and Restated Agreement for Services, clarifying the terms of the 2011 Agreement (the "2013 Amendment"); and

WHEREAS, on July 12, 2014, the Parties entered into Extension No. 1 to Amended and Restated Agreement for services, exercising the first option to renew the 2011 Agreement for a one (1) year period commencing on July 12, 2014 and expiring at midnight on July 11, 2015; and amended the 2011 Agreement to provide for public records compliance pursuant Florida State Statue; and

WHEREAS, the Parties desire to exercise the second option to renew the 2011 Agreement for a one (1) year period commencing on July 12, 2014 and expiring at midnight on July 11, 2016; and

WHEREAS, the City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Notwithstanding the date of execution by the City and Contractor, the term of this Agreement is hereby extended for one (1) year, commencing on July 12, 2015 and expiring at midnight on July 11, 2016.
2. All other terms and conditions of this Agreement shall remain in full force and effect.
3. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or E-Mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No agreement shall be formed between Contractor and the City until the City signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

DANUS UTILITIES, INC.

Printed Name: _____

By: _____
Dan J. Pardus, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Dan J. Pardus, as President of Danus Utilities, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Attest:

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA1255]



4133 Saddle Club Dr New Smyrna Beach, FL 32168

P.O. BOX Port Orange, 291671-32129 (386)233-5588

State License #CUC 1224744

June 30.2015

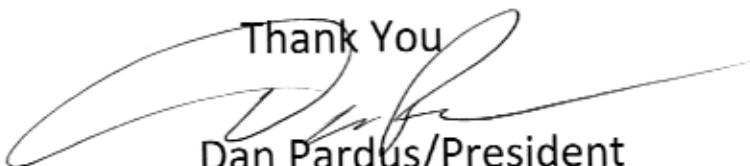
City of Port Orange

Fred,

As requested I have attached a 1 year executed extension of our Sanitary sewer manhole & Lift station annual contract with the city of Clermont RFP-11-015. Extension is valid through 7/11/2016.

Danus Utilities Inc will preform any of these services in this contract at the prices listed. I am in agreement that the City of Port Orange will piggyback the existing contract with the City of Clermont RFB-11-015.

Thank You


Dan Pardus/President



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

May 5, 2015

Dan J. Pardus, President

6214 Tortosie Creek Lane 4133 Saddle Club DR
Port Orange, FL 32158 New Smyrna Bch, FLA 32168

Re: 2nd Contract Renewal Notice – 2011-40 / Sanitary Sewer Manhole and Lift Station Rehabilitation

Dear Mr. Pardus:

The current awarded period on the above referenced contract is due to expire on July 11 2015. There is a provision for an extension in this contract for up to three (3) additional one (1) year term. It is the intent of the City to exercise the 2nd renewal option and extend the contract for an additional 1-year, ending in July 11, 2016.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Purchasing Division no later than ten (10) business days by mail, fax or email from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract.

Please feel free to contact me if you have any questions.

I want to extend the current Contract No. 2011-41 / Sanitary Sewer Manhole and Lift Station Rehabilitation, for an additional 1-year term at the same terms and conditions.

☒ Yes ☐ No [Signature] 5/5/2015
Contractor Signature Date
DAN J. PARDUS President
Printed Name of Signer Title of Signer

Comments:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Piggyback Agreement with Diversified Drilling Corporation on Tampa Bay Water Contract.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Piggyback Agreement with Diversified Drilling Corporation as originally established between Tampa Bay Water and Diversified Drilling Corporation (Contracts No. 2015-018 and 2015-020), and to approve an annual amount not to exceed \$50,000 by Task Authorizations; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Diversified Drilling Corporation provides a number of services needed for the continued operation and maintenance of our raw water wells and augmentation wells.

Tampa Bay Water has awarded Diversified Drilling the following competitively bid contracts:

- a.) As-Needed Well Repair and Maintenance Goods and/or Services
- Contract No 2015-018 (effective November 1, 2014 through October 31, 2018)
- b.) As-Needed Well Construction and Rehabilitation Goods and/or Services - Contract No 2015-020 (Effective December 15, 2014 through December 31, 2015, with two additional one (1) year extensions)

The types of services that may be provided under these contracts include things such as: well pump lifting/pulling services, reboring, sealing/ grouting, and plugging of wells. The above contracts will also assist with new well construction or rehabilitation of any existing well.

We are requesting an annual expenditure approval for FY 15-18 not to exceed \$50,000, subject to budgetary funding, for the term of the above contracts.

Project No.: WWP003
none

Funding Account No.: 40302005336397
40104005354611

ATTACHMENTS:

1.	Piggyback Agreement - as-needed well repair and maintenance	Piggyback Agreement - as-needed well repair and maintenance.pdf
2.	Piggyback Agreement - as-needed well	Piggyback Agreement - as-needed

	construction and rehabilitation	construction and rehabilitation.pdf
3.	2015-018-Well Repair and Maintenance	2015.018 Well Repair and Maint - Signed Executed Contract (Pumps).pdf
4.	2015-018 - Bid Tabulation	2015-018 - Bid Tabulation.pdf
5.	2015-020 - Well Const and Rehab	2015.020 Well Const and Rehab - Signed Contract Construction.pdf
6.	2015-020 - Bid Tabulation	2015-020 - Bid Tabulation.pdf

Wiggins, Julia	Created/Initiated - 07/01/2015
Wilson, Rick	Approved - 07/01/2015
Neff, Andrew	Approved - 07/02/2015
Riehm, Tracey	Approved - 07/09/2015
Roberts, Margaret	Approved - 07/16/2015
Harden, David	Final Approval - 07/16/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DIVERSIFIED DRILLING CORPORATION** ("Contractor"), a Florida corporation whose principal address is 4538 Sky Dive Lane, Zephyrhills, Florida 33542 (collectively "the Parties").

WHEREAS, on the 20th day of October, 2014, Tampa Bay Water, A Regional Water Supply Authority, an interlocal governmental agency of the State of Florida, entered into Contract No. 2015-018 for as-needed well repair and maintenance goods and/or services with Contractor (the "Tampa Bay Water Contract"); and

WHEREAS, the Tampa Bay Water Contract provides for a term commencing on November 1, 2014 and terminate on October 31, 2018; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Tampa Bay Water Contract for as-needed well repair and maintenance goods and/or services purchased by the City of Port Orange; and

WHEREAS, a copy of the Tampa Bay Water Contract is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until October 31, 2018 (the "Term").
2. Contractor Obligation. Contractor shall perform as-needed well repair and maintenance goods and/or services, more specifically described in Exhibit "1" attached hereto.
3. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2."

The City makes no covenant or promise as to the number of available projects, nor will that Contractor perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

4. City Obligations. The City agrees to compensate Contractor at the unit costs set forth in Exhibit "1" of this Contract in an amount subject to a limit up to but not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) during 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. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contract Documents. The following forms are attached as Exhibit "3" and unless waived in writing by the City Manager or City Council, and at City expense, 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)

6. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

7. 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.

8. 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.

9. 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.

10. 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.

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

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

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

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

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

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

12. 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.

13. 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	

14. 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.

15. 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. 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.

(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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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 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.**

26. Additional Provisions

(a) As may have been outlined in the Tampa Bay Water Contract 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.

(b) For the purposes of this Contract, any reference in the Tampa Bay Water Contract to "Tampa Bay Water" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Tampa Bay Water Contract and this Contract, this Contract with the City of Port Orange shall control.

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 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: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Diversified Drilling Corporation
Attention: Marlene Kiser
4538 Sky Dive Lane
Zephyrhills, Florida 33542
(813) 988-1132 – Telephone
(813) 985-6636 – Facsimile
mkiser@wellwater.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 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.

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

[Remainder of this page intentionally left blank]

Witnesses:

DIVERSIFIED DRILLING CORPORATION

By: _____
Edwin W. Finch, III, President

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Edwin W. Finch, III, as President of Diversified Drilling Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 4961]

TECHNICAL SPECIFICATIONS

AS-NEEDED WELL REPAIR AND MAINTENANCE SERVICES

1.0 SCOPE

The objective of this Request for Bids is to provide a "continuing services contract" for well repair and maintenance services on public supply and monitoring wells in TAMPA BAY WATER's regional wellfields. The WORK shall be conducted in Hillsborough, Pasco, and Pinellas Counties as indicated on the project location map. The WORK includes pump and motor removal, repair and replacement and associated maintenance activities as requested. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all materials, equipment, parts, skills, tools and labor that are necessary and incidental for performance of the services listed above.

The CONTRACTOR shall keep itself fully informed of, and shall be accountable for performing all WORK in accordance with all applicable LAWS AND REGULATIONS, which in any manner affect the WORK. All permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the WORK shall be obtained and paid for by the CONTRACTOR.

2.0 EQUIPMENT AND PERSONNEL

The CONTRACTOR shall furnish capable licensed personnel and equipment to perform the described services under this AGREEMENT. The CONTRACTOR'S service rigs, equipment, and personnel shall be subject to TAMPA BAY WATER'S approval. The successful BIDDER shall conduct background checks upon hiring of staff. Successful BIDDER shall provide the following information for each person working on site as follows: Company Name, Name on Birth Certificate, Government Issued Identification, and a company issued ID. The CONTRACTOR shall furnish the equipment necessary to contain and transport all materials generated during performance of the WORK in order to minimize impacts to the drill site.

The CONTRACTOR shall provide all necessary labor including the services of skilled and experienced electricians, mechanics and machinists and an adequate number of competent helpers. The CONTRACTOR'S staff shall be capable of keeping good reports of daily activities performed as instructed by TAMPA BAY WATER. Included in the daily report shall be such items as a description of the activity being conducted, the identification number of the well being serviced, and dates and times of each well maintenance or repair activity, and the quantities of all materials used.

3.0 PERMITS

Upon notice of award, the CONTRACTOR shall immediately apply for permits if necessary for the requested WORK ORDER from the pertinent governmental agency or agencies. No operations shall be commenced until the permits have been obtained.

4.0 ABOVEGROUND AND UNDERGROUND OBSTACLES

The CONTRACTOR shall be responsible for fully investigating and coordinating the identification of aboveground and underground obstacles such as electrical lines, telephone cables, sewers, water, and gas lines before commencing activities that could cause damage. If required, the CONTRACTOR shall provide a written statement indicating the results of the utility search to TAMPA BAY WATER prior to commencing activities. TAMPA BAY WATER shall not be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered.

The CONTRACTOR shall excavate to not less than 4 feet below land surface to check for obstructions (such as buried utilities) prior to commencing activities that may cause damage.

5.0 MOBILIZATION AND CLEANUP

The CONTRACTOR shall notify TAMPA BAY WATER at least five days (Saturdays, Sundays, and holidays excluded) prior to mobilization onto the site. The CONTRACTOR shall move in and move out all necessary personnel and equipment and remove all remaining debris, unused materials, and other miscellaneous items resulting from or used in the performance of the work.

The CONTRACTOR shall keep the work site free at all times from accumulation of waste materials and rubbish resulting from the work and at the completion thereof shall clean up the work site in a manner satisfactory to TAMPA BAY WATER. Any spill of fuel, hydraulic fluid, or oil shall be contained. Any contaminated soil and refuse shall be removed and disposed of in an environmentally sound manner consistent with all applicable federal, state and local regulations. The CONTRACTOR shall clean and remove from the property all excess material, equipment, debris, and rubbish caused by the work. The CONTRACTOR shall fill in all holes or excavations with clean fill material and restore grade to the elevations that existed prior to the commencement of the work. Should the CONTRACTOR fail to comply with the provisions of this paragraph, TAMPA BAY WATER shall have the right, on having given two days' notice to the CONTRACTOR, to perform such cleaning and/or removal of said excess material, equipment, debris, and rubbish and charge the cost and expense of such removal to the CONTRACTOR.

6.0 WATER AND ELECTRICITY

Water for cleaning, disinfection (if necessary) and other field activities may not be available at the site, therefore, the CONTRACTOR shall be responsible for collecting and transporting all contaminant-free water to the areas for required use. The source of this water shall be made known to TAMPA BAY WATER in order to collect a water-quality sample, if necessary. Electricity may not be available at the site. Therefore, the CONTRACTOR shall provide all necessary power to perform and complete the work.

7.0 BOUNDARIES OF WORK INGRESS AND EGRESS

Rights-of-way for the work specified in this contract have been cleared through easement agreements or permits and suitable provisions for ingress and egress have been made. The CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside permissible boundaries specified by TAMPA BAY WATER without the written consent of TAMPA BAY WATER. The CONTRACTOR shall obtain a key for TAMPA BAY WATER locks prior to initiation of services under this AGREEMENT. The CONTRACTOR shall be responsible for locking all gates and well house doors accessed while performing these services.

8.0 HEALTH, SAFETY, AND SECURITY

The CONTRACTOR shall be responsible for the safety of service rigs, support equipment, and crew on-site at all times. All repair and maintenance activities necessitated by this work are to be performed in accordance with all applicable OSHA requirements and local fire codes.

TAMPA BAY WATER reserves the right to refuse site access to any of the CONTRACTOR'S personnel not complying with the applicable health and safety requirements.

Jessica Lunsford Act. CONTRACTOR's employees working on any property that meets the criteria noted in the Jessica Lunsford Act must meet the requirements herein. Requirements can be found at

http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12_05-107a.pdf

9.0 STANDBY TIME

Payment for standby time will be granted only for intentional delays caused by TAMPA BAY WATER. No payment for standby time will be made for time incurred due to delays caused by inclement weather, CONTRACTOR's error, repairs to the CONTRACTOR's equipment or delays caused by any of the CONTRACTOR'S subcontractor.

10.0 GUARANTEE

The CONTRACTOR guarantees that the work and services to be performed under the contract and all materials and equipment furnished, used, or installed in the work shall be new and free from defects and flaws, and shall be performed and furnished in strict accordance with these specifications and contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified, and the performance test requirements of the contract shall be fulfilled. The CONTRACTOR shall repair, correct, or replace all damage to the work resulting from failures covered by the guarantee.

11.0 SERVICES PROCEDURE AND REPORTING REQUIREMENTS

Miscellaneous services assignments will be authorized via facsimile or email issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the activities unless otherwise agreed to in writing with TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each service, and to receive guidance and approval for any additional activities that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR.

12.0 USE OF OWNER ALLOWANCE

Any item used on the work which is not covered on the bid schedule and for which the contractor seeks payment will be considered "cost reimbursement work." The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

The contractor shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:

- 1 Labor, for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.
- 2 Material delivered and used on the designated work, including sales tax, if paid for by the contractor or its sub-contractor.
- 3 Rental or equivalent rental cost of equipment, including necessary transportation for items having a rental value in excess of \$100.00.

Rental or equivalent rental cost shall be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowance shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances shall be made for those items, unless specific agreement to that effect is made.

To the cost reimbursement work, there shall be added the following fixed fees for the contractor or sub-contractor actually performing the work:

CONTRACT NO.: 2015-018

- 1 A fixed fee of fifteen (15) percent of the cost of item 1 above For costs incurred for work performed by sub-contractors, the contractor's fee shall not exceed five (5) percent and the sub-contractors fee shall not exceed ten (10) percent
- 2 A fixed fee of ten (10) percent will be added to the cost of items 2 and 3 above

*** END OF SECTION ***

BID SCHEDULE - A1

	Item	Unit	Qty	Unit Cost	Total Cost
EQUIPMENT					
1	16 Ton Pump Service Rig	Hour	900	\$ 50.00	\$ 45,000.00
2	12 Ton Pump Service Rig	Hour	48	\$ 20.00	\$ 960.00
3	Tractor Trailer	Hour	48	\$ 10.00	\$ 480.00
4	13 Ton Crane Truck	Hour	48	\$ 20.00	\$ 960.00
5	Air Compressor, 125 CFM	Hour	48	\$ 5.00	\$ 240.00
6	Job Truck W/Welding Machine	Hour	950	\$ 40.00	\$ 38,000.00
LABOR					
7	Pump Installer, Mechanic	Hour	950	\$ 55.00	\$ 52,250.00
8	Field Superintendent	Hour	48	\$ 45.00	\$ 2,160.00
9	Crane Operator	Hour	900	\$ 50.00	\$ 45,000.00
10	Machinist	Hour	600	\$ 23.00	\$ 13,800.00
11	Laborer/Assistants	Hour	830	\$ 45.00	\$ 37,350.00
LABOR OVERTIME					
12	Pump Installer, Mechanic	Hour	48	\$ 55.00	\$ 2,640.00
13	Field Superintendent	Hour	48	\$ 45.00	\$ 2,160.00
14	Crane Operator	Hour	48	\$ 50.00	\$ 2,400.00
15	Machinist	Hour	140	\$ 23.00	\$ 3,220.00
16	Laborer/Assistants	Hour	48	\$ 45.00	\$ 2,160.00
17	OWNER'S ALLOWANCE	LUMP	1	\$ 25,000.00	\$ 25,000.00
	SUM				
TOTAL BID PRICE - BASIS OF AWARD					<u>273,780.00</u>

Two Hundred seventy-three thousand seven hundred eighty dollars
BASIS OF AWARD (Amount Written in Words)

Marlene Kiser

Authorized Signature

Marlene Kiser

Authorized Name (Print)

Diversified Drilling Corporation

Company Name

4538 Sky Dive Lane, Zephyrhills, FL 33542

Company Address

(813) 988-1132

Telephone Number

mkiser@wellwater.com

Email Address

TASK AUTHORIZATION NO. ____

Piggyback Agreement dated _____

Between the City of Port Orange, Florida and Diversified Investment Holdings, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DIVERSIFIED DRILLING CORPORATION**, a Florida corporation with its principal place of business at 4538 Sky Dive Lane, Zephyrhills, Florida 33542 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

DIVERSIFIED DRILLING CORPORATION

Printed Name: _____ By: _____
Edwin W. Finch, III, President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4961]

Exhibit “3”

Payment and Performance Bond

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

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Diversified Drilling Corporation
Principal Business Address: 4538 Sky Dive Lane
Zephyrhills, Florida 33542
Contact Person: Edwin W. Finch, III, President
Phone Number: (813) 988-1132

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: David T. Harden, Interim City Manager
Phone Number: (386) 506-5501

Amount: \$50,000.00

City Case/Project No. WWP003

Description of Work: As-Needed Well Repair and Maintenance Goods and/or Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations with City of Port Orange, Florida for all public works identified by the contract administrator.

Front Page

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

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

As-Needed Well Repair and Maintenance Goods and/or Services

Name of Project

City Project No. WWP003

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **DIVERSIFIED DRILLING CORPORATION** 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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, 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 Piggyback Agreement having an effective date of _____, entered into by and between the Principal and the City, for as-needed well repair and maintenance goods and/or services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

DIVERSIFIED DRILLING CORPORATION
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Edwin W. Finch, III, 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 PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DIVERSIFIED DRILLING CORPORATION** ("Contractor"), a Florida corporation whose principal address is 4538 Sky Dive Lane, Zephyrhills, Florida 33542 (collectively "the Parties").

WHEREAS, on the 15th day of December, 2014, Tampa Bay Water, A Regional Water Supply Authority, an interlocal governmental agency of the State of Florida, entered into Contract No. 2015-020 for as-needed well construction and rehabilitation goods and/or services with Contractor (the "Tampa Bay Water Contract"); and

WHEREAS, the Tampa Bay Water Contract provides for a term commencing on December 15, 2014 and terminate on December 31, 2015; and

WHEREAS, the Tampa Bay Water Contract provides for an option to renew for an additional two (2) years, one (1) year at a time, or any portion thereof; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Tampa Bay Water Contract for as-needed well construction and rehabilitation goods and/or services purchased by the City of Port Orange; and

WHEREAS, a copy of the Tampa Bay Water Contract is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue December 31, 2015 (the "Initial Term").

2. Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, subject to the appropriation by the City Council for the then current Fiscal Year.

3. Contractor Obligation. Contractor shall perform as-needed well construction and rehabilitation goods and/or services, more specifically described in Exhibit "1" attached hereto.

4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2."

The City makes no covenant or promise as to the number of available projects, nor will that Contractor perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit costs set forth in Exhibit "1" of this Contract in an amount subject to a limit up to but not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) during 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. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contract Documents. The following forms are attached as Exhibit "3" and unless waived in writing by the City Manager or City Council, and at City expense, 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)

7. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

8. 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.

9. 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.

10. 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.

11. 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.

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

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

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

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

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

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

13. 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.

14. 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>Additional Coverage:</u>	<u>Limits:</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>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</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	

15. 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.

16. 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. 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.

(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.

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

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 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.**

27. Additional Provisions

(a) As may have been outlined in the Tampa Bay Water Contract 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.

(b) For the purposes of this Contract, any reference in the Tampa Bay Water Contract to "Tampa Bay Water" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Tampa Bay Water Contract and this Contract, this Contract with the City of Port Orange shall control.

28. 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.

29. 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: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Diversified Drilling Corporation
Attention: Marlene Kiser
4538 Sky Dive Lane
Zephyrhills, Florida 33542
(813) 988-1132 – Telephone
(813) 985-6636 – Facsimile
mkiser@wellwater.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.

30. 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.

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

[Remainder of this page intentionally left blank]

Witnesses:

DIVERSIFIED DRILLING CORPORATION

Printed Name: _____

By: _____
Edwin W. Finch, III, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Edwin W. Finch, III, as President of Diversified Drilling Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 4960]

TECHNICAL SPECIFICATIONS

1.0 SCOPE

The objective of this Request for Bids is to provide a "continuing services contract" for well evaluation and rehabilitation services on public supply and monitoring wells in TAMPA BAY WATER's regional wellfields, and for construction of new surficial and Upper Floridan aquifer monitoring wells. The WORK shall be conducted in Hillsborough, Pasco, and Pinellas Counties as indicated on the project location map (**Exhibit 1**). The WORK includes: pump removal and replacement; borehole geophysical logging; downhole video surveys; test pump installation; specific capacity testing; well abandonment; well deepening or back-plugging; liner installation; and construction of surficial aquifer and Upper Floridan aquifer monitoring wells. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all materials, equipment, skills, tools and labor that are necessary and incidental for performance of the services listed above.

The CONTRACTOR is responsible to stay fully informed of, and shall be accountable for performing all WORK in accordance with all applicable LAWS AND REGULATIONS, which in any manner affect the WORK. All permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the WORK shall be obtained and paid for by the CONTRACTOR.

2.0 EQUIPMENT AND PERSONNEL

The CONTRACTOR shall furnish capable licensed personnel and equipment to perform the described services under this AGREEMENT. The CONTRACTOR'S drilling rigs, equipment, and personnel shall be subject to TAMPA BAY WATER'S approval. The successful BIDDER shall conduct background checks upon hiring of staff. Successful BIDDER shall provide the following information for each person working on site as follows: Company Name; Name on Birth Certificate; Government Issued Identification; and a company issued ID. The CONTRACTOR shall furnish the equipment necessary to contain and transport all materials generated during performance of the WORK in order to minimize impacts to the drill site.

The CONTRACTOR, shall provide all necessary labor including the services of skilled and experienced drillers and an adequate number of competent helpers. The drillers shall be capable of keeping good well logs and reports of daily activities performed as instructed by TAMPA BAY WATER. The CONTRACTOR shall keep an accurate daily record of all activities. These records shall document in detail the well evaluation, maintenance, or construction activities. Included in the daily report shall be such items as a description of the activity being conducted, the identification number of the well

being tested, and dates and times of each well maintenance or construction activity, and the quantities of all materials used.

The CONTRACTOR shall furnish the personnel and equipment necessary to perform the required water quality sampling and field water quality measurements. The CONTRACTOR may obtain the services of a qualified laboratory or CONSULTANT to provide these services.

The CONTRACTOR shall furnish capable personnel and temporarily furnish, install, connect, operate and, afterward, remove all necessary equipment, power and materials to perform development of the wells, geophysical logging, downhole video surveying and specific capacity testing.

The CONTRACTOR shall furnish all pumps, compressors, plungers, bailers, or other necessary equipment needed to develop a well to remove sand or other materials as may, during the life of the well, be withdrawn when the well is pumped under maximum conditions of drawdown.

Equipment, including cameras and geophysical instruments, shall be cleaned before commencing with work to minimize the potential for contamination of the borehole and well materials. The cleaning shall be completed, as approved by TAMPA BAY WATER, for each piece of equipment before it is used for the first time on this project. The CONTRACTOR shall make available the appropriate equipment for this purpose and for the cleaning of any additional support equipment necessary for the satisfactory completion of the work.

3.0 PERMITS

Upon notice of award, the CONTRACTOR shall immediately apply for permits necessary for the requested WORK ORDER from the pertinent governmental agency or agencies. No well modification or drilling operations shall be commenced until the permits have been obtained.

4.0 ABOVEGROUND AND UNDERGROUND OBSTACLES

The CONTRACTOR shall be responsible for fully investigating and coordinating the identification of aboveground and underground obstacles such as electrical lines, telephone cables, sewers, water, and gas lines before drilling commences. The CONTRACTOR shall provide a written statement indicating the results of the utility search to TAMPA BAY WATER prior to commencing drilling activities. TAMPA BAY WATER shall not be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered.

The CONTRACTOR shall excavate to not less than 4 feet below land surface to check for obstructions (such as buried utilities) prior to commencing drilling activities. The

hole dug to check for obstructions must be at least as wide as the widest drill bit or auger used for well installation.

5.0 MOBILIZATION AND CLEANUP

The CONTRACTOR shall notify TAMPA BAY WATER at least five days (Saturdays, Sundays, and holidays excluded) prior to mobilization onto the site and commencement of drilling activities. The CONTRACTOR shall move in and move out all necessary personnel and equipment, set up and remove drilling rigs, equipment and temporary facilities, perform all site clearing and grubbing and remove all remaining debris, unused materials, and other miscellaneous items resulting from or used in the performance of the work.

All formation cuttings shall be contained in DOT-approved roll-off structures or equal in order to minimize adverse impacts to the drill site. The CONTRACTOR will provide roll-offs. Costs are to be provided by the CONTRACTOR for providing the roll-off containment structures and disposing of the drill cuttings in an environmentally sound manner consistent with applicable laws and regulations. The CONTRACTOR will supply any equipment necessary to transfer cuttings to the roll-off structures. Discharge water during drilling and testing operations shall be directed to a location approved by TAMPA BAY WATER.

The CONTRACTOR shall keep the work site free at all times from accumulation of waste materials and rubbish resulting from the work and at the completion thereof shall clean up the work site in a manner satisfactory to TAMPA BAY WATER. Any spill of fuel, hydraulic fluid, or oil shall be contained. Any contaminated soil and refuse shall be removed and disposed of in an environmentally sound manner consistent with all applicable federal, state and local regulations. The CONTRACTOR shall clean and remove from the property all excess material, equipment, debris, and rubbish caused by the work. The CONTRACTOR shall fill in all holes or excavations with clean fill material and restore grade to the elevations that existed prior to the commencement of the work. Should the CONTRACTOR fail to comply with the provisions of this paragraph, TAMPA BAY WATER shall have the right, on having given two day's notice to the CONTRACTOR, to perform such cleaning and/or removal of said excess material, equipment, debris, and rubbish and charge the cost and expense of such removal to the CONTRACTOR.

6.0 WATER AND ELECTRICITY

Water for drilling, cleaning, and other necessary field activities may not be available at the site, therefore, the CONTRACTOR shall be responsible for collecting and transporting all contaminant-free water to the drilling areas for required use. The source of this water shall be made known to TAMPA BAY WATER in order to collect a water-quality sample, if necessary. Electricity may not be available at the site. Therefore, the CONTRACTOR shall provide all necessary power to perform and complete the work.

7.0 BOUNDARIES OF WORK INGRESS AND EGRESS

Rights-of-way for the work specified in this contract have been cleared through easement agreements or permits and suitable provisions for ingress and egress have been made. The CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside permissible boundaries specified by TAMPA BAY WATER without the written consent of TAMPA BAY WATER. The CONTRACTOR shall obtain a key for TAMPA BAY WATER locks prior to initiation of services under this AGREEMENT. The CONTRACTOR shall be responsible for locking all gates and well house doors accessed while performing these services.

8.0 MATERIALS

The materials used for the construction or modification of wells under this AGREEMENT shall meet the following requirements:

A. Drilling Water and Additives

The CONTRACTOR shall be responsible for providing clean water for drilling and well construction purposes. The source of the water will be subject to approval by TAMPA BAY WATER. The CONTRACTOR shall provide acceptable drilling fluids and additives specifically recommended by the manufacturer for use in potable well drilling. The CONTRACTOR shall review fluids and additives with TAMPA BAY WATER prior to drilling. The CONTRACTOR shall also be responsible for preventing contamination of samples or the aquifer and shall not introduce mud, clay, or other drilling additives into the well without prior approval of TAMPA BAY WATER. The CONTRACTOR shall not use lime, cement, organic matter, or other material to stop circulation losses of the drilling fluid, without written approval by TAMPA BAY WATER.

B. Well Casing and Centralizers

All well casings shall be new, of first-quality material and free of defects. PVC casing used for construction of monitoring wells shall meet ASTM F480, or equivalent AWWA or NSF standard. Several lengths of casing should be available to allow for variance of the final depth of each well. Only threaded PVC casing shall be used for construction of monitoring wells.

Casing centralizers (used to center casing in the borehole or within an overlapping casing) shall be 0.25-inch minimum thickness steel and of a size and shape such that, when attached to the casing, will effectively center the casing and assure sufficient space for a proper grout seal. Casing centralizers shall be provided

such that the size, shape, and positioning do not adversely affect placement of the casing or limit access of tremie pipes and other necessary tools in the annulus.

C. Cement

Cement used for grouting the casing in the well shall be neat cement grout (ASTM C-150, Type I, Class A Portland cement mixed with no more than six gallons of water per 94 pound bag of cement). Any additives, which the CONTRACTOR includes in the grout mixture, must be pre-approved by TAMPA BAY WATER.

9.0 GEOPHYSICAL LOGS

The CONTRACTOR will provide qualified personnel and equipment (subCONTRACTORS to be approved by TAMPA BAY WATER) to run a suite of geophysical logs from land surface to the total depth of the well. (*note - gamma ray logs shall be run from the bottom of the borehole to land surface*). Logs run in the static mode shall include caliper, gamma, electric, temperature, fluid resistivity, and flow meter.

The CONTRACTOR shall furnish and temporarily install a submersible pump capable of evacuating water from the borehole at a rate that stresses the aquifer sufficiently to run flow logs (estimated to be about 1,500 gallons per minute for a production well and 100 gpm for a monitoring well), including a means to control flow rates and to accurately measure variability of flow. The CONTRACTOR must also provide the manpower to run the pump and provide up to 500 feet of discharge piping. A diffuser shall be placed at the end of the temporary piping to reduce erosion. Geophysical logs run in the pumping mode shall include flow meter, fluid resistivity, and temperature.

The CONTRACTOR shall be responsible to assure that borehole-logging instruments and equipment used to make each log are in good condition, in order to give an accurate and representative log. The CONTRACTOR shall provide documentation of the quality assurance/quality control procedures of the proposed geophysical logging operation to TAMPA BAY WATER for approval prior to starting the WORK. The CONTRACTOR shall calibrate all logging tools, with the exception of the flow tool, with standards corresponding to anticipated measurements prior to introducing them into the borehole and check them with the same standards upon removal from the borehole. The CONTRACTOR shall provide results of field standard checks made before and after each log run on the log printout. The flow meter shall be calibrated while the tool is inside the casing or open borehole. The CONTRACTOR shall ensure that all logs are recorded at the highest sensitivity that is consistent with a minimum of off-scale deflection, and ensure that scales, calibration, standardization, and other pertinent data are recorded on each log.

The CONTRACTOR shall submit three (3) copies of the borehole geophysical logs to TAMPA BAY WATER within 5 business days following completion of the on-site activities.

10.0 DOWNHOLE VIDEO SURVEY

The CONTRACTOR will provide qualified personnel and equipment to run a downhole video survey from land surface to the total depth of the well. TAMPA BAY WATER reserves the right to disapprove any sub-contractor. TAMPA BAY WATER shall have the option of having staff or a CONSULTANT on site during the downhole video survey. If cloudy conditions are encountered in the well during the downhole video survey, clean water shall be introduced into the well from either the well collection main or a portable water tank, or the well may require additional pumping. Prior to introducing water into the well from the collection main, the CONTRACTOR shall secure approval from TAMPA BAY WATER.

The downhole camera shall be solid state and have a resolution of at least 450 horizontal lines, color capability, and come equipped with a minimum 3.5 mm wide angle lens (100°) and a 1.8 fixed iris. The camera housing should be stainless steel, waterproof and rated at 1,650 feet or greater maximum working depth. The camera should be supplied with sufficient cable and a sufficient light source as well as a winch, footage counter, tripod and mounting head. The footage counter shall be accurate and calibrated prior to arrival at the site. All downhole video equipment shall meet with the approval of TAMPA BAY WATER.

The CONTRACTOR shall provide TAMPA BAY WATER with one copy of the video on a CD ROM or DVD on the day of the survey and two additional copies within 7 calendar days of completion at each well.

11.0 DEVELOPMENT

Following the completion of any well maintenance or construction activities the well shall be developed by pumping until the discharge water is clear and sand-free. For bidding purposes, four hours of development time is anticipated.

12.0 PLUMBNESS AND ALIGNMENT

Stabilizers shall be used during drilling and the borehole shall be drilled as near to plumb and true as possible in order that a proper casing alignment and cement seal may be achieved. If, in the opinion of TAMPA BAY WATER, there is reasonable doubt about the plumbness of the well, the CONTRACTOR shall perform a plumbness test at its own expense. Plumbness may be checked by lowering a 4 feet long slug, which is 1/4 inch smaller than the inside diameter of the casing. TAMPA BAY WATER reserves the right to reject a well that is installed out of plumb.

13.0 HEALTH AND SAFETY

The CONTRACTOR shall be responsible for the safety of the rig, support equipment, and crew on-site at all times. All drilling and construction activities necessitated by this work are to be performed in accordance with all applicable OSHA requirements and local fire codes.

The level of protection required at the drilling location upon initiating drilling is modified Level D, which requires the CONTRACTOR'S personnel to be outfitted with the following: hard hat, eye protection (safety goggles or safety glasses), hearing protection, hand protection (gloves), and protective footwear (steel-toed rubber boots). TAMPA BAY WATER reserves the right to refuse site access to any of the CONTRACTOR'S personnel not complying with the above requirements.

14.0 STANDBY TIME

Payment for standby time will be granted only for intentional delays caused by TAMPA BAY WATER. No payment for standby time will be made for time incurred during the cementing procedure, while the cement is curing, delays caused by inclement weather, CONTRACTOR'S error, repairs to the drilling equipment or delays caused by any of the CONTRACTOR'S or Sub-Contractor's personnel.

15.0 GUARANTEE

The CONTRACTOR guarantees that the work and services to be performed under the contract and all materials and equipment furnished, used, or installed in the work shall be new and free from defects and flaws, and shall be performed and furnished in strict accordance with these specifications and contract documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and the performance test requirements of the contract shall be fulfilled. The CONTRACTOR shall repair, correct, or replace all damage to the work resulting from failures covered by the guarantee.

16.0 DESCRIPTION OF WELL EVALUATION SERVICES

16.1 Objective

This section describes the WORK required to perform well evaluations, which includes removal and reinstallation of the pump, borehole geophysical logging, downhole video survey and specific capacity test. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to perform a well evaluation. TAMPA BAY WATER staff will coordinate the

scheduling of well evaluations, and issue a WORK ORDER to the CONTRACTOR. The CONTRACTOR then is required to visit the site within the specified time frame and conduct the evaluation activities.

16.2 Well Evaluation Services

The WORK will be performed on an as-needed basis to collect more detailed information regarding the physical condition of the well and pumping equipment, and the site-specific hydrogeologic conditions.

For the purpose of bidding, assume a 16-inch diameter well with a total depth of 400 feet. A typical well evaluation will consist of the following:

- a. Mobilization to the site, which includes delivery and set up of a crane truck, temporary pump, discharge line, and other equipment necessary to perform the evaluation services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. Borehole geophysical logging as specified in Section 9, and downhole video survey as specified in Section 10.
- e. After reinstallation of the pump, an 8-hour specific capacity test shall be performed. The CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a calibrated flow meter, and a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The

discharge line shall remain in place until the completion of bacteriological clearance sampling.

- f. The well shall be disinfected with a sodium hypochlorite solution for the full depth of the well casing. Disinfecting solution shall be sprayed on the inner surface of the well casing above the water line. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall continue the disinfection process until the well passes the appropriate regulatory agency's requirements. The CONTRACTOR shall collect the required samples and deliver them to a state-certified laboratory.

16.3 Well Evaluation Procedure and Reporting Requirements

Well evaluation assignments will be authorized and issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for completion of the inspection will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the well evaluation.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each evaluation, and to receive guidance and approval for any additional well maintenance that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR. Upon completion of the well evaluation, the CONTRACTOR shall submit three (3) copies of the borehole geophysical logs, and copies of the video survey on CD-ROM or DVD, and a CD-ROM or thumb drive with the digital photographs of the pump to TAMPA BAY WATER within 5 business days following completion of the on-site well evaluation activities.

17.0 DESCRIPTION OF WELL REHABILITATION ACTIVITIES

17.1 General

This section describes the WORK required to perform well rehabilitation activities, including well deepening, liner installation, clearing borehole obstructions, back-plugging open boreholes, and chemical treatment. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to perform the services listed above.

Well rehabilitation assignments will be authorized by TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the maintenance activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 20 working days from receipt of the WORK

ORDER to complete the well maintenance activities unless otherwise agreed to in writing by TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each evaluation, and to receive guidance and approval for any additional well maintenance that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR. Upon completion of the well maintenance activities, the CONTRACTOR shall submit a written activity log that includes the information stipulated in Section 2.0.

17.2 Well Deepening Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to deepen existing production wells. For the purpose of bidding, assume an existing 16-inch diameter well, cased to a depth of 130 feet, with an open borehole to 400 feet. Actual depths will be determined on a site-specific basis. Well deepening will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours prior to requiring electrical isolation of each well.

- d. A nominal 12-inch diameter borehole shall be drilled from the existing bottom of the borehole (400 feet bls) to approximately 700 feet using the reverse-air drilling method.
 1. Drilling Equipment: The CONTRACTOR shall use an approved rotary rig equipped for reverse air methods of drilling for the drilling of the open borehole. The drilling rig and any support equipment shall be maintained

and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.

2. Formation Samples: CONTRACTOR shall collect formation samples at 5-foot intervals from the existing bottom of the borehole to approximately 700 feet bls.
 3. Water Samples: Water samples will be collected every 50 feet and analyzed for the field parameters pH, conductivity and temperature. Field analyses shall be performed by the CONSULTANT.
 4. Specific Capacity Testing: A specific capacity test shall be performed at 50 foot intervals from the original borehole depth to 700 feet bls in each well during reverse-air drilling. The CONTRACTOR shall stop the reverse-air discharge until a static water level is obtained by the CONSULTANT. The reverse-air discharge shall then be run for approximately 10 to 15 minutes while the CONSULTANT measures pumping water levels. The CONTRACTOR shall provide a means of measuring the reverse-air discharge.
- e. The well shall be developed by first pumping at the highest rate obtainable until the discharged water is essentially free of suspended solids. The well shall then be alternately pumped and surged with an approved airlift pumping system to effectively agitate and clean the open borehole. The airlift system's educator pipe opening will be placed at various levels within the borehole to concentrate the development action. Pumping and surging will continue until all areas of the well yield water free of sand, cuttings and suspended solids as determined by the CONSULTANT.
- f. Perform borehole geophysical logging as specified in Section 9, and downhole video survey as specified in Section 10.
- g. An 8-hour specific capacity test shall be performed on the well. The CONTRACTOR shall furnish, install operate, maintain and remove a pumping unit capable of producing 1,500 gpm and furnish power for this unit for the duration of the pumping test. This equipment shall be installed so that the CONSULTANT has adequate access to the borehole for water level measurements. Up to 500 feet of adequately sized discharge line equipped with a diffuser to prevent erosion, and a calibrated flow meter shall be supplied and installed to direct the water discharge away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The CONTRACTOR may be directed to perform additional drilling or other work on the well if the production capacity the well is less than 100 gallons per minute per foot of drawdown (gpm/ft).

- h. After reinstallation of the pump the CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.3 Liner Installation Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to install casing liners in existing production wells. For the purpose of bidding, assume an existing 16-inch diameter well, cased to a depth of 75 feet, with an open borehole to 600 feet. Actual depths will be determined on a site-specific basis. Casing liner installation will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. The open borehole portion of the well shall be backfilled with gravel to approximately 200 feet bls to prevent grout from entering the open borehole during

the casing installation. If the CONTRACTOR chooses, an alternate method, such as the use of baskets, may be employed to prevent the migration of grout into the borehole.

- e. The existing open borehole will be cleared from the bottom of the existing casing to approximately 200 feet bls with a 16-inch diameter drill bit. The CONTRACTOR shall use an approved rotary rig equipped for reverse air methods of drilling for enlarging the borehole. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.
- f. After the borehole has been cleared, approximately 200 feet of 12-inch diameter well casing will be aligned and inserted from approximately 200 feet bls to land surface. The casing sections shall be butt-welded in such a manner to ensure their strength and straightness. Centralizers shall be aligned and spaced around the casing at 120 degree intervals to center it within the borehole. Place centralizers 5 feet from the bottom of the casing, 5 feet from the top of the casing, and at 50-foot intervals between unless otherwise specified. Where the new 12-inch well casing overlaps the existing 16-inch well casing, attach a minimum of two sets of centralizers to the 12-inch well casing to assure proper alignment between the existing 16-inch casing and new 12-inch casing.

The casing shall be installed as near to plumb as possible. If, in the opinion of the CONSULTANT, there is reasonable doubt about the plumbness of the casing, perform a plumbness test at the CONTRACTOR's expense. If the test results indicate that the well will not meet normal performance expectations of its intended use, repair or replace the well at the CONTRACTOR's own expense.

- g. Neat cement grout shall be pumped into the annular space from the bottom up by the capped casing pressure tremie method. Place the grout in separate stages with each stage consisting of a grout volume not exceeding 200 sacks of cement (mixed at the specified ratio) unless otherwise directed. After the grout for each stage has sufficiently hardened, determine the vertical rise of grout within the annular space by obtaining a hard tag with the tremie pipe and report the result to the CONSULTANT. If the hard tag indicates that the rise of grout within the annulus is significantly less than the theoretical rise calculated for the volume of grout pumped, a variance may be requested from the Southwest Florida Water Management District (SWFWMD) to fill a portion of the annular space with gravel before continuing with grouting. If a variance is granted, furnish and place gravel to fill the annulus over the vertical interval specified in the variance. As the gravel is placed, monitor the vertical rise within the annulus with periodic hard tags. Following placement of the gravel, resume grouting. Upon completion of the final stage of grouting, do not disturb the well for at least 24 hours after the grout has thoroughly hardened.

- h. After the grout has set for a minimum of 24 hours, the open borehole shall be cleared with a nominal 12-inch diameter to the bottom of the borehole using the reverse-air drilling method.
- i. After reinstallation of the pump, an 8-hour specific capacity test shall be performed. The CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a calibrated flow meter, and a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling.
- j. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.4 Well Clearing Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to clear obstructions from existing production wells. For the purpose of bidding, assume a 16-inch diameter well production well with a total depth of 700 feet. Actual depths will be determined on a site-specific basis. Well clearing will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed the pump, motor, appurtenances, and discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. The well shall be cleared from the top of casing to total depth with a 16-inch nominal diameter drill bit.
- e. After reinstallation of the pump the CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.5 Well Back-plugging Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to backplug existing production wells. Wells shall be abandoned in accordance with Chapter 40D-3 F.A.C. For the purpose of bidding, abandonment of existing wells shall be based on an a 12-inch diameter well, cased to a depth of 80 feet, with a total depth of 600 feet, and will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge

pipe. After the specified testing is completed, the pump, motor and appurtenances, and shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 (two working days) hours prior to requiring electrical isolation of each well.

- d. The bottom 45 feet of the well shall be back-plugged with bentonite chips. The CONTRACTOR shall verify the depth to the top of bentonite by sounding prior to emplacement of neat cement grout. Upon verification, a five-foot grout plug shall be emplaced via tremie pipe.
- e. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.
- f. A specific capacity test will be conducted on each well after the reinstallation of the production pumping equipment. The test is expected to run approximately 2 hours.

17.6 Well Rehabilitation Chemical Treatment

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. For bidding purposes assume a 16" diameter production well with a total depth of 400 feet deep, equipped with 130 feet of casing.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed the pump, motor, appurtenances, and discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tag-out). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. Pre- and post-rehabilitation video logs shall be performed in order to visually compare the results of rehabilitation activities. Video logs shall be conducted in accordance with the specifications in Section 10.0
- e. Well casing shall be scrubbed in order to remove scale and bacteriological build up.
- f. Acid treatment will entail injection of appropriate/calculated quantities of acid at a minimum of three predetermined depths along the borehole in order to ensure the acid reaches all areas of the borehole/formation with sufficient strength to conduct the desired level of remediation.
- g. After a suitable amount of time (24 hours minimum) has been allowed for the acid to complete remediation, if the pH of the well water has not risen to a minimum of 6.5, the contractor will conduct pH adjustment.
- h. Airlifting will be conducted with steel pipe (minimum 2" diameter) and will be done at depths where the formation is deemed stable enough to handle aggressive airlifting (aggressive airlifting means "blowing the well" as opposed to "boiling it over"). Airlifting will be considered complete once the well no longer shows signs of loose bacteria and debris in the discharge water.
- i.. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

18.0 MONITORING WELL CONSTRUCTION

18.1 General

This section describes the WORK required to construct new surficial or Upper Floridan aquifer monitoring wells.

18.2 Construction of Surficial Aquifer Monitoring Wells

For the purpose of bidding, construction of surficial aquifer monitoring wells shall be based on 4" diameter with a total depth of 30 feet with 15 feet of screen. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. The CONTRACTOR shall drill a nominal 8-inch diameter borehole to a depth of ± 30 feet using a hollow stem auger drill rig.
- c. The CONTRACTOR shall insert and align into the borehole the appropriate length of 4-inch diameter, Schedule 40 PVC casing and ± 15 feet of 4-inch diameter, Schedule 40 PVC, 0.010-inch slotted screen. The casing/screen string will extend to 3 feet above land surface. Only threaded couplings are acceptable. The screen will be filter packed with a washed, well-rounded 20/30 silica sand and emplaced by the tremie method from the bottom of the borehole to a level approximately 2 feet above the screen top. After the filter pack has settled, a 1-foot fine sand cap will be tremied in on top of the filter pack. Type I Class A cement grout will be installed by the tremie method, with bottom deflection baffle from the top of the sand cap to land surface.
- d. The well shall be developed by alternately pumped using a centrifugal pump to effectively agitate and clean the well screen area. Pumping and surging will continue until the well yields water free of sand and silt, a minimum of 2 hours.
- e. The 4-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 6-inch diameter protective steel casing shall be installed on the outside of the 4-inch PVC casing extending 42 inches above the top of the pad, and be encased into a 4-foot x 4-foot x 1-foot sloped concrete surface pad. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 6-inch diameter flanged casing top.

18.3 Construction of Shallow Upper Floridan Aquifer Monitoring Wells

For the purpose of bidding, construction of a shallow Upper Floridan aquifer monitoring well shall be based on a 6" diameter PVC well with a total depth of 200 feet with 120 feet of casing. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. The CONTRACTOR shall use an approved rotary rig equipped for mud rotary, and reverse air methods of drilling for installing the well. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a

manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER

- b. An 18-inch diameter borehole shall be drilled with mud rotary drilling from land surface until a competent clay layer is encountered (estimate 40 ft bls).
- c. The CONTRACTOR shall provide and install a 14-inch steel pit casing to this depth (40 ft bls). The annular space around the pit casing will then be filled with neat cement grout using the tremie method and the grout will be allowed to cure for an adequate period of time.
- d. Once the grout seal around the pit casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the pit casing will be drilled out, and the bore hole will be drilled using a 14-inch diameter nominal drill bit to a depth of approximately 120 ft bls. The borehole shall be drilled using the mud rotary or reverse-air method of drilling, as required.
- e. Six-inch diameter PVC well casing shall be set and grouted using a combination of pressure grouting and tremie-pipe grouting from bottom to top until grout is observed at the surface. A mixture of bentonite pellets and gravel may be required to bridge transmissive intervals. For stage-grouted sections, a minimum curing time of 8 to 10 hours will be required between lifts.
- f. Once the grout seal around the well casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the open borehole will be drilled to 200 feet below land surface with a 5 5/8-inch drill bit (or smaller upon approval from the CONSULTANT) capable of drilling through the 6-inch well casing. The borehole for the surface casing and open hole will be drilled using the reverse air method of drilling.
- g. After well completion, the open-hole interval should be developed for a minimum of four hours or until discharged water is essentially free of suspended solids (see Section 11).
- h. The 6-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 10-inch diameter protective steel casing shall be installed on the outside of the 6-inch PVC casing extending 42 inches above the top of the pad and be encased into a 3-foot x 3-foot x 1-foot sloped concrete surface pad and the well number affixed to the well cover in a permanent manner. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 10-inch diameter flanged casing top.

18.4 Construction of Deep Upper Floridan Aquifer Monitoring Wells

For the purpose of bidding, construction of an Upper Floridan aquifer monitoring well shall be based on a six-inch diameter well with a total depth of 700 feet and 670 feet of casing. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. The CONTRACTOR shall use an approved rotary rig equipped for hollow stem auger (optional), mud rotary, and reverse air methods of drilling for installing the well. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.
- b. A 26-inch diameter borehole shall be drilled with mud rotary drilling from land surface until a competent clay layer is encountered (estimate 40 ft bls).
- c. The CONTRACTOR shall provide and install a 20-inch steel pit casing to this depth (40 ft bls). The annular space around the pit casing will then be filled with neat cement grout using the tremie method and the grout will be allowed to cure for an adequate period of time.
- d. Once the grout seal around the pit casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the pit casing will be drilled out, and the bore hole will be drilled using an 20-inch diameter nominal drill bit until limestone of enhanced competence is encountered (estimated to be about 120 ft bls). The borehole will be drilled using the mud rotary or reverse-air method of drilling, as required.
- e. A 14-inch intermediate casing will be set to this depth. The annular space around the intermediate casing will be filled with grout by a combination of pressure grouting (initially) and tremie-pipe grouting from bottom to top until grout is observed at the land surface. The grout will be allowed to cure for at least 24 hours prior to initiating the next phase of drilling.
- f. Once the grout seal around the intermediate casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the intermediate casing will be drilled out using an 12-inch nominal diameter drill bit and the borehole advanced to the total estimated depth of 700 ft bls depending on lithology and water samples collected during drilling. The borehole shall be drilled with reverse-air rotary. Drill stem specific capacity tests shall be performed at 200 ft, 300 ft, 400, 500 ft, 600 ft and each drill rod change from 600 to 700 ft bls.
- g. Geophysical logs will then be run in accordance with Section 9 of these specifications.

- h. The lower 30 ft of the borehole will be back plugged with coarse sand or gravel (approximately 25 ft) and bentonite (approximately 5 ft) prior to the installation of 6-inch diameter well casing. The annular space around the 6-inch diameter well casing will be filled with grout by a combination of pressure grouting and tremie-pipe grouting from bottom to top until grout is observed at the surface. A mixture of bentonite pellets and gravel may be required to bridge transmissive intervals. For stage-grouted sections, a minimum curing time of 8 to 10 hours will be required between lifts.
- i. Once the grout seal around the well casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the back plugged portion of the borehole will be drilled with a 5 5/8-inch drill bit (or smaller upon approval from the CONSULTANT) capable of drilling through the 6-inch well casing. The borehole for the surface casing and open hole will be drilled using the reverse air method of drilling. The open-hole interval of the deep well is proposed to be about 30-ft deep, but may be shortened or lengthened based on subsurface conditions.
- j. After well completion, the open-hole interval should be developed for a minimum of four hours or until discharged water is essentially free of suspended solids (see Section 11).
- k. The 6-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 10-inch diameter protective steel casing shall be installed on the outside of the 6-inch PVC casing extending 42 inches above the top of the pad and be encased into a 3-foot x 3-foot x 1-foot sloped concrete surface pad and the well number affixed to the well cover in a permanent manner. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 10-inch diameter flanged casing top.

19.0 MISCELLANEOUS ACTIVITIES

19.1 Well Abandonment

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to abandon existing production wells. Wells shall be abandoned in accordance with Chapter 40D-3 F.A.C. For the purpose of bidding, abandonment of existing wells shall be based on an a 12-inch diameter well, cased to a depth of 80 feet, with a total depth of 400 feet, and will consist of the following items:

- a. The CONTRACTOR shall perform a caliper log of the well to verify total depth, casing depth, and borehole diameter.

- b. The well shall be plugged with bentonite chips from the total depth to a depth of 10 feet below the static water level (assume 20 feet below top of casing for the purpose of bidding). The CONTRACTOR shall verify the depth to the top of bentonite by sounding prior to emplacement of neat cement grout.
- c. The remainder of the well shall be plugged with neat cement grout to land surface.

19.2 Back-fill Surface Depressions

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to back-fill depressions occurring around wells. This activity will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Providing, emplacing, and compacting select fill into the depression.
- c. Smoothing the land surface to a natural grade.

19.3 Provide and Install Test Pumps

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to provide, install, and operate test pumps for pumping tests in production and monitoring wells. This activity will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Provide and install a 1,000 gpm submersible pump, 500 feet of temporary discharge line equipped with a diffuser, and a calibrated flow meter for testing production wells.
- c. Operate the 1,000 gpm test pump for 8 hours.
- b. Provide and install a 100 gpm submersible pump, 500 feet of temporary discharge line, and a calibrated flow meter for testing Upper Floridan aquifer monitoring wells.
- c. Operate the 100 gpm test pump for 8 hours.

19.4 Miscellaneous Services Procedure and Reporting Requirements

Miscellaneous services assignments will be authorized via facsimile issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the activities unless otherwise agreed to in writing with TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each service, and to receive guidance and approval for any additional activities that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR.

BID SCHEDULE

A. Well Evaluation Services – for performing well evaluation services on one production well as described in Section 16.2 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$3,249.36	\$3,249.36
b) Remove/Reinstall Well House	Lump Sum	1	\$1,499.36	\$1,499.36
c) Remove/Reinstall Pump	Lump Sum	1	\$5,124.05	\$5,124.05
d) Perform Geophysical Logs and Video Survey	Lump Sum	1	\$5,138.16	\$5,138.16
e) Perform Specific Capacity Test	Lump Sum	1	\$1,873.61	\$1,873.61
f) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$2,342.94	\$2,342.94
Total Item A				\$19,227.49

B. Well Deepening Services – for deepening the open borehole in one production well as described in Section 17.2 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$6,927.44	\$6,927.44
b) Remove/Reinstall Well House	Lump Sum	1	\$2,249.36	\$2,249.36
c) Remove/Reinstall Pump	Lump Sum	1	\$5,623.41	\$5,623.41
d) Drill 12-inch diameter borehole	/ft	300	\$28.96	\$8,688.00
e) Develop Well	/hour	4	\$792.78	\$3,171.12
f) Perform Geophysical Logs and Video Survey	Lump Sum	1	\$5,502.86	\$5,502.86
g) Perform Specific Capacity Test	/hour	6	\$312.27	\$1,873.62
h) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$2,593.69	\$2,593.69
i) Stand By Time	/hour	4	\$400.00	\$1,600.00
Total Item B				\$38,229.50

 ORIGINAL

C. Liner Installation Services – for providing and installing a 12-inch diameter casing liner in one production well as described in Section 17.3 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$6,927.44	\$6,927.44
b) Remove/Reinstall Well House	Lump Sum	1	\$2,249.36	\$2,249.36
c) Remove/Reinstall Pump	Lump Sum	1	\$5,623.41	\$5,623.41
d) Back fill open borehole with gravel	/ft ³	8	\$419.78	\$3,358.24
e) Clear borehole with 16-inch diameter drill bit	/ft	200	\$22.79	\$4,558.00
f) Provide and install 12-inch diameter casing	/ft	203	\$44.42	\$9,017.26
g) Grout 12-inch diameter casing	/sack	88	\$74.36	\$6,543.68
h) Clean open borehole with 12-inch diameter drill bit	/ft	400	\$21.39	\$8,556.00
i) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$2,593.69	\$2,593.69
j) Perform Specific Capacity Test	/hour	2	\$1,042.51	\$2,085.02
Total Item C				\$1512.10

D. Well Clearing Services – for clearing obstructions from a 16-inch diameter production well as described in Section 17.4 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$6,927.44	\$6,927.44
b) Remove/Reinstall Well House	Lump Sum	1	\$2,249.36	\$2,249.36
c) Remove/Reinstall Pump	Lump Sum	1	\$5,623.41	\$5,623.41
d) Clear well to total depth with 16-inch diameter drill bit	/ft	700	\$12.80	\$8,960.00
e) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$2,918.40	\$2,918.40
Total Item D				\$26678.61

 ORIGINAL

- E. Well Back-Plugging Services** – for back-plugging a portion of the borehole in a 12-inch diameter production well as described in Section 17.5 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$ 3,249.36	\$ 3,249.36
b) Remove/Reinstall Well House	Lump Sum	1	\$ 1,749.36	\$ 1,749.36
c) Remove/Reinstall Pump	Lump Sum	1	\$ 4,623.41	\$ 4,623.41
d) Back-plug bottom of borehole	/ft	50	\$ 79.92	\$ 3,996.00
e) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$ 2,140.00	\$ 2,140.00
f) Perform specific capacity test	/hr	2	\$ 899.65	\$ 1,799.30
Total Item E				\$ 17,557.43

- F. Well Rehabilitation Chemical Treatment** – for rehabilitation of an existing production well as described in Section 17.6 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$ 6,427.44	\$ 6,427.44
b) Remove/Reinstall Well House	Lump Sum	1	\$ 2,249.36	\$ 2,249.36
c) Remove/Reinstall Pump	Lump Sum	1	\$ 4,623.41	\$ 4,623.41
d) Perform pre- and post-treatment Video Surveys	Lump Sum	2	\$ 2,119.53	\$ 4,239.06
e) Casing scrubbing	Lump Sum	1	\$ 4,486.96	\$ 4,486.96
f) Acid treatment activities (not to include the cost of chemicals due to market variability – chemical costs will be negotiated at the time of the job)	Lump Sum	1	\$ 2,114.07	\$ 2,114.07
g) pH adjustment (acid neutralization)	Lump Sum	1	\$ 1,371.74	\$ 1,371.74
h) Airlift development	4 hours	1	\$ 528.52	\$ 2,114.08
i) Disinfect Well and Bacteriological Clearance	Lump Sum	1	\$ 2,140.00	\$ 2,140.00
Total Item F				\$ 29,766.12

 ORIGINAL

G. Surficial Aquifer Monitoring Well Construction – for construction of a surficial aquifer monitoring well as described in Section 18.2 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
a) Mobilization	Lump Sum	1	\$1,114.07	\$1,114.07
b) Drill 8-inch diameter borehole	/ft	30	\$ 27.34	\$ 820.20
c) Furnish and install 4-inch diameter casing and well screen	/ft	33	\$ 30.71	\$ 1,013.43
d) Develop well	/hr	2	\$ 416.00	\$ 832.00
e) Install well pad and protective casing	Lump Sum	1	\$ 424.27	\$ 424.27
Total Item G				\$4,203.97

H. Shallow Upper Floridan Aquifer Monitoring Well – for construction of a shallow Upper Floridan aquifer monitoring well as described in Section 18.3 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
1) Mobilization	Lump Sum	1	\$ 3,229.93	\$3,229.93
2) Drill 18-inch diameter borehole	/ft	40	\$ 60.20	\$ 2,408.00
3) Furnish and install 14-inch diameter casing	/ft	40	\$ 90.92	\$ 3,636.80
4) Grout 14-inch diameter casing	/ft ³	35	\$ 49.08	\$ 1,717.80
5) Drill 14-inch nominal diameter borehole	/ft	80	\$ 24.48	\$ 1,958.40
6) Furnish and install 6-inch diameter casing	/ft	123	\$ 18.30	\$ 2,250.90
7) Grout 6-inch diameter casing	/ft ³	125	\$ 35.79	\$ 4,473.75
8) Drill 6-inch diameter open borehole	/ft	80	\$ 23.74	\$ 1,899.20
9) Develop well	/hr	4	\$ 209.00	\$ 832.00
10) Install well pad and protective casing	Lump Sum	1	\$ 1,014.53	\$ 1,014.53
Total Item H				\$ 23,421.31

 ORIGINAL

I. Deep Upper Floridan Aquifer Monitoring Well – for construction of a deep Upper Floridan aquifer monitoring well as described in Section 18.4 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
1) Mobilization	Lump Sum	1	\$ 5,927.44	\$ 5,927.44
2) Drill 26-inch diameter borehole	/ft	40	\$ 63.88	\$ 2,555.20
3) Furnish and install 20-inch diameter casing	/ft	40	\$ 85.97	\$ 3,438.80
4) Grout 20-inch diameter casing	/ft ³	70	\$ 33.98	\$ 2,378.60
5) Drill 20-inch diameter borehole	/ft	120	\$ 37.93	\$ 4,551.60
6) Furnish and install 14-inch diameter casing	/ft	122	\$ 46.11	\$ 5,625.42
7) Grout 14-inch diameter casing	/ft ³	160	\$ 25.49	\$ 4,078.40
8) Drill 12-inch diameter borehole	/ft	540	\$ 15.84	\$ 8,553.60
9) Perform Borehole Geophysical Logging	Lump Sum	1	\$ 5,748.71	\$ 5,748.71
10) Backfill lower 30 feet of borehole with gravel and bentonite	/ft ³	25	\$ 72.85	\$ 1,821.25
11) Furnish and install 6-inch diameter casing	/ft	673	\$ 7.80	\$ 5,249.40
12) Grout 6-inch diameter casing	/ft ³	380	\$ 35.57	\$ 13,516.60
13) Bentonite/gravel for bridging transmissive zones	/ft ³	1	\$ 1,701.76	\$ 1,701.76
14) Drill 6-inch diameter borehole	/ft	30	\$ 61.35	\$ 1,840.50
15) Develop well	/hr	4	\$ 208.00	\$ 832.00
16) Install well pad and protective casing	Lump Sum	1	\$ 1,014.53	\$ 1,014.53
17) Stand By Time	/hr	4	\$ 400.00	\$ 1,600.00
Total Item I				\$70,433.81

 ORIGINAL

J. Well Abandonment – for abandonment of one production well as described in Section 19.1 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
1) Mobilization	Lump Sum	1	\$2,000.00	\$2,000.00
2) Perform caliper log	Lump Sum	1	\$1,700.00	\$1,700.00
3) Plug borehole with bentonite chips	/ft ³	420	\$ 25.34	\$ 10,642.80
4) Plug casing with neat cement grout	/ft ³	25	\$ 22.00	\$ 550.00
Total Item J				\$14,892.80

K. Back Fill Surface Depressions – for back filling surface depressions around wells as described in Section 19.2 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
1) Mobilization	Lump Sum	1	\$1,062.70	\$1,062.70
2) Backhoe rental	/hr	1	\$ 235.29	\$ 235.29
3) Select Fill material emplace	/yd ³	1	\$ 32.10	\$ 32.10
4) Labor	/hr	1	\$ 832.00	\$ 832.00
Total Item K				\$2,162.09

L. Provide and Install Test Pumps – as described in Section 19.3 of the Technical Specifications.

Item	Unit	Quantity	Unit Cost	Total Cost
1) Mobilization	Lump Sum	1	\$1,443.53	\$1,443.53
2) Provide and install 1,000 gpm test pump and discharge line	Lump Sum	1	\$ 2,960.00	\$ 2,960.00
3) Operate 1,000 gpm test pump for 8 hours	Lump Sum	1	\$ 2,165.29	\$ 2,165.29
2) Provide and install 100 gpm test pump and discharge line	Lump Sum	1	\$ 2,165.29	\$ 2,165.29
3) Operate 100 gpm test pump for 8 hours	Lump Sum	1	\$ 2,165.29	\$ 2,165.29
Total Item L				\$10,899.40

ORIGINAL

BID SUMMARY SHEET

ITEM No.	ITEM OR SERVICE	PROPOSED BID PRICE
A.	WELL EVALUATION SERVICES	\$ 19,227.48
B.	WELL DEEPENING SERVICES	\$ 38,229.50
C.	LINER INSTALLATION SERVICES	\$ 51,512.10
D.	WELL CLEARING SERVICES	\$ 26,678.61
E.	WELL BACK-PLUGGING SERVICES	\$ 17,557.43
F.	WELL REHABILITATION CHEMICAL TREATMENT	\$ 29,766.12
G.	SURFICIAL FLORIDAN MONITORING WELL CONSTRUCTION	\$ 4,203.97
H.	SHALLOW UPPER FLORIDAN AQUIFER MONITORING WELL CONSTRUCTION	\$ 23,421.31
I.	DEEP UPPER FLORIDAN AQUIFER MONITORING WELL CONSTRUCTION	\$ 70,433.81
J.	WELL ABANDONMENT	\$ 14,892.80
K.	BACK-FILL SURFACE DEPRESSIONS	\$ 2,162.09
L.	PROVIDE AND INSTALL TEST PUMPS	\$ 10,899.40
M.	INDEMNIFICATION	\$ 1,000
	TOTAL BID PRICE - SUM ITEMS A through M	\$ 309,984.62

PROPOSED TOTAL CONTRACT BID PRICE

Three hundred nine thousand nine hundred eight-four dollars
(Amount Written in Words) and sixty-two cents

Diversified Drilling Corporation

Firm Name

4538 Sky Dive Lane, Zephyrhills, FL 33542

Firm Address

Marlene Kiser

Authorized Signature

Marlene Kiser, CFO

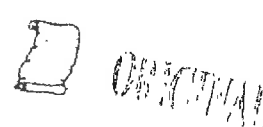
Printed Signature

(813) 988-1132 ext. 223

Phone Number

mkiser@wellwater.com

E-Mail Address



BID FORMS



ORIGINAL

ADDENDA

The BIDDER acknowledges that he has received Addenda Number(s):

<u>(1)</u>	<u>As-Needed Well Const. & Rehab Services</u>	<u>ML</u>
Number	Addendum Title	BIDDER Initials

Number	Addendum Title	BIDDER Initials
--------	----------------	-----------------

Number	Addendum Title	BIDDER Initials
--------	----------------	-----------------

BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda.

 ORIGINAL

TASK AUTHORIZATION NO. ____

Piggyback Agreement dated _____

Between the City of Port Orange, Florida and Diversified Investment Holdings, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DIVERSIFIED DRILLING CORPORATION**, a Florida corporation with its principal place of business at 4538 Sky Dive Lane, Zephyrhills, Florida 33542 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

DIVERSIFIED DRILLING CORPORATION

Printed Name: _____ By: _____
Edwin W. Finch, III, President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4960]

Exhibit “3”

Payment and Performance Bond

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

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Diversified Drilling Corporation
Principal Business Address: 4538 Sky Dive Lane
Zephyrhills, Florida 33542
Contact Person: Edwin W. Finch, III, President
Phone Number: (813) 988-1132

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: David T. Harden, Interim City Manager
Phone Number: (386) 506-5501

Amount: \$50,000.00

City Case/Project No. WWP003

Description of Work: As-Needed Well Construction and Rehabilitation Goods and/or Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations with City of Port Orange, Florida for all public works identified by the contract administrator.

Front Page

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

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

As-Needed Well Construction and Rehabilitation Goods and/or Services

Name of Project

City Project No. WWP003

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **DIVERSIFIED DRILLING CORPORATION** 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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, 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 Piggyback Agreement having an effective date of _____, entered into by and between the Principal and the City, for as-needed well construction and rehabilitation goods and/or services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

DIVERSIFIED DRILLING CORPORATION
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Edwin W. Finch, III, 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.

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102



CONTRACT DOCUMENTS

FOR

AS-NEEDED WELL REPAIR AND MAINTENANCE GOODS AND/OR SERVICES

CONTRACT NO.: 2015-018

CONTRACT NO 2015-018

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102



INVITATION FOR SEALED BIDS

TAMPA BAY WATER, A Regional Water Supply Authority (TAMPA BAY WATER), is requesting written sealed bids from vendors able to provide AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services according to TAMPA BAY WATER's specifications

This request is for Contract No 2015-018 for AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services

Written sealed bids must be supplied on forms provided by TAMPA BAY WATER and will be received until 1 30 p m , Tuesday, September 9, 2014

Specifications and forms may be obtained at through Onvia Demand Star or at TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater FL 33763-1102 or at www.tampabaywater.org



ADDENDUM NUMBER ONE

TO
CONTRACT DOCUMENTS
FOR

AS-NEEDED WELL REPAIR AND MAINTENANCE
GOODS AND/OR SERVICES

CONTRACT NO. 2015-018

BID OPENING DATE: 1:30 p.m. Eastern Time, Tuesday, September 9, 2014

This addendum consists of seven (7) 8-1/2 by 11-inch sheet

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal for Tampa Bay Water's Contract, *As-Needed Well Repair and Maintenance Goods and/or Services*, Contract No 2015-018, as fully and completely as if the same were fully set forth therein

- 1 **REPLACE:** Section *Bid Forms*, pages 12 with the attached Section *Bid Forms*, 12-A1
- 2 **REPLACE:** Section *Technical Specifications*, pages 42 and 43 with the attached Section *Technical Specifications*, pages 42-A1 and 43-A1

3 **Q&A:**

QUESTION (1) Bid Item 17 Materials Markup, it would make more sense for TBW to provide an allowance amount for parts to be marked up rather than using our labor amount This change will also allow for monies to be in the agreement to address parts needs

ANSWER (1) See line item 17 of BID SCHEDULE, replacement page 12-A1 attached

QUESTION (2) Confirm that this Contract is for pump repair and maintenance as there was some confusion at the Pre-Bid as to the Contracts intent

QUESTION (3) When a repaired pump is reinstalled in a well, disinfection and a bacteriological clearance will be required before it can be put back in service Please clarify as to whose responsibility

this is If you decide to make this the Contractor's responsibility please provide a clarification as to how the Contractor will be compensated

QUESTION (4) When does the hourly rate start & stop? Is the Contractor compensated for travel to and from the site with the required equipment or only for the time on site? If only while on site working we would like to see a line item for Mobilization per work order

ANSWER (2 & 3 & 4) The objective of this contract is to provide a "continuing services contract" for well pump and motor repair and maintenance services on public supply and monitoring wells in TAMPA BAY WATER's regional wellfields located within Hillsborough, Pasco, and Pinellas Counties These objectives will be met on an as-needed work/task assignment and will be based on an agreed upon time and equipment basis The agreed upon time and equipment shall include all equipment, skills, tools, labor and completion time that are necessary for performance of the tasks All cost categories not defined by the line items of the bid schedule such as permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the work will be agreed upon prior to and shall be paid through the OWNER'S ALLOWANCE

4 Pre-Bid Attendance Sheet

GOODS AND/OR SERVICES CONTRACT DOCUMENTS

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BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

- 1 Quotations for services are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten
- 2 Award of the CONTRACT included herein for specified goods and/or services will be made to the lowest responsive, responsible BIDDER who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the goods and/or services required by TAMPA BAY WATER. TAMPA BAY WATER reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of TAMPA BAY WATER. TAMPA BAY WATER further reserves the right to delete line items from consideration. The decision made by TAMPA BAY WATER in selection of the successful BIDDER and award of the CONTRACT included herein will be final.
- 3 Owner's Allowance, if specified in the BID SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
- 4 To demonstrate qualifications to furnish the specified goods and/or services under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of TAMPA BAY WATER's request, such as financial data, prior experience, and previous contracts for similar goods and/or services.
- 5 By submitting a BID, BIDDERS acknowledge that TAMPA BAY WATER is the interpreter of these GOODS AND/OR SERVICES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, TAMPA BAY WATER will give the successful BIDDER a written NOTICE OF AWARD.
- 6 The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the required CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the goods and/or services under the CONTRACT included herein.
- 7 TAMPA BAY WATER is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
- 8 BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
- 9 All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to TAMPA BAY WATER. TAMPA BAY WATER will have an acceptance period of ninety (90) days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

- 10 Sealed BIDS for goods and/or services under the CONTRACT must be received in TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 1 30 p m , (local time in Clearwater), Tuesday, September 9, 2014 An original and two (2) copies of the BID response must be received on or before this deadline Responses will be retained as property of TAMPA BAY WATER As such, all responses are public record, subject to public review The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER, all others may be photocopies
- 11 BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink No changes shall be made in the wording or format of the forms In case of a discrepancy between unit prices and extended totals, unit prices shall prevail No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact
- 12 Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein
- 13 Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered Should it appear to TAMPA BAY WATER that any BIDDER has an interest in more than one BID for the goods and/or services under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected
- 14 The BIDDER shall sign its BID in the appropriate blank space provided therefor If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the BID
- 15 Failure to provide evidence of authority as referenced in paragraph 14 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification)
- 16 BIDS must be timely submitted in accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention Records Department

TAMPA BAY WATER CONTRACT NO 2015-018

17 CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

17.1 Pursuant to Subsections 287.133(2) and (3), 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases or 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 in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list

17.2 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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

17.3 Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes

18 NOTIFICATION OF RIGHT TO PROTEST

18.1 Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this INVITATION FOR SEALED BIDS, Notice of Award, the form and content of the BID DOCUMENTS and/or the actions of TAMPA BAY WATER

18.2 Notification of TAMPA BAY WATER's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS

19 The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance

forms, etc , having to do with the CONTRACT and sent to TAMPA BAY WATER during the term of the CONTRACT

- 20 A Pre-BID Conference will be held at 1 30 p m Wednesday, August 20, 2014 at TAMPA BAY WATER's CYPRESS CREEP PUMP STATION office located at 8865 Pump Station Road, Land O'Lakes, Florida, 34639 Attendance at the Pre-BID Conference is mandatory and all prospective BIDDERS are required to attend the conference Any questions concerning this BID solicitation process, required submittals, evaluation criteria, BID SCHEDULE, selection process or any other matter regarding this procurement should be directed to Debra Woodall at dwoodall@tampabaywater.org All questions received prior to the Pre-BID Conference will be discussed at the Pre-BID Conference Anyone requiring reasonable accommodations for this mandatory conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 (telephone) at least three working days prior to this conference
- 21 BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID
- 22 Each BIDDER must review the CONTRACT FORMS included herein and sign the BID SCHEDULE thereby acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein
- 23 The TAMPA BAY WATER representative will not provide information to the BIDDER If questions arise, the BIDDER must submit a written request for additional information If additional information is provided, it will be provided to all BIDDERS
- 24 BONDS
 - 24 1 Sealed BIDS must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of five-thousand dollars (\$5,000 00) The FLORIDA BID BOND included herein shall be given as a guarantee that the BIDDER will not withdraw its BID for a period of ninety days after the opening of BIDS
 - 24 2 FLORIDA PERFORMANCE BOND and FLORIDA PAYMENT BOND are **not** required
 - 24 3 The attorney-in-fact who executes a bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the bond Where laws and regulations require, certification by a resident agent shall also be provided
- 25 TAMPA BAY WATER accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the BIDS, such expenses are to be borne exclusively by the BIDDERS
- 26 BIDDER'S DECLARATION AND UNDERSTANDING
 - 26 1 The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) interested in this BID are those named herein, that this BID is, in all

respects, fair and without fraud, that it is made without collusion with any official of TAMPA BAY WATER and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein

- 26 2 The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with TAMPA BAY WATER in the form included herein as the CONTRACT and perform and furnish all goods and/or services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in accordance with the other terms and conditions of the CONTRACT included herein
- 26 3 The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the CONTRACT included herein
- 26 4 The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein

27 CONTRACT EXECUTION AND BONDS

- 27 1 The BIDDER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the TAMPA BAY WATER CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, the forms of which are included herein, within 15 days of receipt of the NOTICE OF AWARD

28 CERTIFICATES OF INSURANCE

- 28 1 The CONTRACTOR shall furnish to TAMPA BAY WATER, before providing goods and/or services under the CONTRACT included herein, the certificates of insurance as specified in the CONTRACT, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein, or approved ACORD form

29 SALES AND USE TAXES

- 29 1 The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the goods and/or services under the CONTRACT included herein

30 QUALIFICATION OF BIDDERS

- 30 1 BIDS will only be considered from BIDDERS who provide AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services BIDDER shall document their qualifications and experience in providing AS-NEEDED WELL

REPAIR AND MAINTENANCE Goods and/or Services on the BIDDER'S
EXPERIENCE LIST

31 QUANTITIES

- 31 1 The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and TAMPA BAY WATER reserves the right to increase or decrease quantities shown or used without penalty

32 PRICING

- 32 1 The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by TAMPA BAY WATER, will be used by TAMPA BAY WATER and the BIDDER, if awarded the CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT

33 AWARD

- 33 1 TAMPA BAY WATER will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed most qualified to provide the specified goods and/or services under the CONTRACT included herein

34 ADDITIONAL INSTRUCTIONS

- 34 1 TAMPA BAY WATER reserves the right to revise or amend this INVITATION FOR SEALED BID ("ITB") Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted on TAMPA BAY WATER'S website BID opening shall be at least five (5) working days after the last Addenda
- 34 2 TAMPA BAY WATER reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other BIDDERS, or (2) to reject any and all BIDS submitted as non-responsive Conditional BIDS or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected
- 34 3 Each BIDDER, by submitting a BID, acknowledges the agency's legal obligation to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the BIDDER establishes its right to a public records exception It is the responsibility of the BIDDER alone to establish its right to any such exception Under no circumstances will TAMPA BAY WATER be responsible or liable to a BIDDER or any other party as a result of disclosing any such information or materials

- 34 4 Each BIDDER may clearly mark each page of the BID that contains trade secrets or other confidential commercial or financial information which the BIDDER believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. BIDDERS are informed that TAMPA BAY WATER is subject to the Florida Public Records and Sunshine Laws.
- 34 5 TAMPA BAY WATER reserves the right, in its sole and absolute discretion, to
- a Amend, suspend, or terminate this ITB,
 - b Revise and modify, at any time prior to the BID due date, factors it will consider in evaluating BIDS and to otherwise revise its evaluation methodology,
 - c Extend dates, time periods or deadlines in this ITB,
 - d Reject any and all BIDS in whole or in part which are non-conforming, non-responsive, or conditional BIDS,
 - e Waive minor deficiencies, informalities, irregularities or defects in a BID,
 - f Suspend and/or terminate this procurement process at any time,
 - g Reissue the same ITB or a different ITB for this project,
 - h Hold meetings and conduct discussions and issue correspondence with one or more of the BIDDERS to seek an improved understanding and evaluation of the BIDS,
 - i Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process,
 - j Accept BIDS that in its judgment will be in the best interest of TAMPA BAY WATER,
 - k Suspend, discontinue and/or terminate CONTRACT negotiations with any BIDDER at any time prior to the actual authorized execution of such CONTRACT by all parties, and/or
 - l Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any BIDDER, team member or any other person.
- 34 6 Without limiting the foregoing, TAMPA BAY WATER may disqualify and reject any BIDDER (including its sub-consultants, affiliates, partners and parent organizations) that

- a Fails to include information in its BID required by this ITB,
 - b Engages in conduct prohibited by this ITB,
 - c Fails to obtain the agency's consent for any action when required by this ITB,
 - d Is involved in pending litigation concerning TAMPA BAY WATER or its Member Governments,
 - e Submits false or misleading information in its BID,
 - f Has a conflict of interest,
 - g Fails to disclose any information which, if disclosed, would materially adversely affect TAMPA BAY WATER'S evaluation of the BID, or
 - h Otherwise fails to comply with or breaches any material requirement of this ITB
- 34 7 All costs and expenses incurred by a BIDDER, or any person working on behalf of a BIDDER, in connection with the ITB, including the preparation and submission of a BID, providing additional information, attendance at meetings, and any other actions taken by a BIDDER in response to the ITB shall be the sole responsibility of the BIDDER. TAMPA BAY WATER and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by BIDDER, team members or any other person as a result of this ITB
- 34 8 The issuance of this ITB does not bind or obligate TAMPA BAY WATER to enter into a CONTRACT with any person or legal entity, nor does the ITB constitute an offer to enter into a CONTRACT with any person or entity. TAMPA BAY WATER and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by BIDDER with the agency. BIDDER is solely responsible for meeting all deadlines and submission requirements of this ITB
- 34 9 By submitting a BID, BIDDER represents that its BID has been prepared without collusion or fraud and in fair competition with other BIDDERS, without any restraint on free competition, and acknowledges that TAMPA BAY WATER is acting in reliance upon that representation

CONTRACT NO 2015-018

 ORIGINAL

BID FORMS

ADDENDA

 **ORIGINAL**

The BIDDER acknowledges that he has received Addenda Number(s):

(1)	As-Needed Well Repair and Maintenance Services	NK
Number	Addendum Title	BIDDER Initials

Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda

BID SCHEDULE - A1

	Item	Unit	Qty	Unit Cost	Total Cost
EQUIPMENT					
1	16 Ton Pump Service Rig	Hour	900	\$ 50.00	\$ 45,000.00
2	12 Ton Pump Service Rig	Hour	48	\$ 20.00	\$ 960.00
3	Tractor Trailer	Hour	48	\$ 10.00	\$ 480.00
4	13 Ton Crane Truck	Hour	48	\$ 20.00	\$ 960.00
5	Air Compressor, 125 CFM	Hour	48	\$ 5.00	\$ 240.00
6	Job Truck W/Welding Machine	Hour	950	\$ 40.00	\$ 38,000.00
LABOR					
7	Pump Installer, Mechanic	Hour	950	\$ 55.00	\$ 52,250.00
8	Field Superintendent	Hour	48	\$ 45.00	\$ 2,160.00
9	Crane Operator	Hour	900	\$ 50.00	\$ 45,000.00
10	Machinist	Hour	600	\$ 23.00	\$ 13,800.00
11	Laborer/Assistants	Hour	830	\$ 45.00	\$ 37,350.00
LABOR OVERTIME					
12	Pump Installer, Mechanic	Hour	48	\$ 55.00	\$ 2,640.00
13	Field Superintendent	Hour	48	\$ 45.00	\$ 2,160.00
14	Crane Operator	Hour	48	\$ 50.00	\$ 2,400.00
15	Machinist	Hour	140	\$ 23.00	\$ 3,220.00
16	Laborer/Assistants	Hour	48	\$ 45.00	\$ 2,160.00
17	OWNER'S ALLOWANCE	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00
TOTAL BID PRICE - BASIS OF AWARD					273,780.00

Two Hundred seventy-three thousand seven hundred eighty dollars
BASIS OF AWARD (Amount Written in Words)

Marlene Kiser

Authorized Signature

Marlene Kiser

Authorized Name (Print)

Diversified Drilling Corporation

Company Name

4538 Sky Dive Lane, Zephyrhills, FL 33542

Company Address

(813) 988-1132

Telephone Number

mkiser@wellwater.com

Email Address

AUTHORIZED SIGNATURES

BID submitted on the _____ day of _____, 20____

If the BIDDER is an individual (sole proprietor).

Signature: _____

Name and Title. _____

By _____
(if other than named individual, attach Power of Attorney)

Doing Business As. _____

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If the BIDDER is a Partnership

By. _____

Name of General or Limited Partner(s) Authorized to Sign

By. _____
(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By _____
(Attach Evidence of Authority to Sign)

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If BIDDER is a Corporation:

By Diversified Drilling Corporation
(Legal Corporation Name)

Name and Title Marlene Kiser, CFO

By Marlene Kiser
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name Donna Billie

Title Secretary

By Donna Billie

Business Address: 4538 Sky Dive Lane
Zephyrhills, FL 33542
City, State, Zip

Phone # (813)988-1132 Fax # (813)985-6636

State of Incorporation: Florida

If BIDDER is a Joint Venture

Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pasco

Marlene Kiser ("AFFIANT"), being first duly sworn, deposes and says that

1. AFFIANT is CFO of Diversified Drilling (the "BIDDER") and has submitted the attached BID;

2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;

3. AFFIANT is fully informed respecting the preparation and contents of the attached BID and all pertinent circumstances respecting the BID,

4. The BID is genuine and is not a collusive or sham BID,

5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost element of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against TAMPA BAY WATER or any person interested in the CONTRACT

By: Marlene Kiser

(Corporate Seal)

Title: Chief Financial Officer

Subscribed and sworn before me this 8th day of September, 2014, by Marlene Kiser, who is personally known to me or has produced _____ as identification.

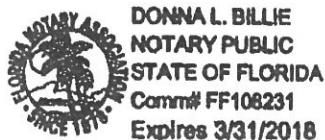
Donna Billie

Notary Public

Donna Billie

Print Name

My commission expires 3/31/2018



FLORIDA BID BOND

Know all men by these presents:

That the "BIDDER", Diversified Drilling Corp., a corporation x, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "SURETY", Ironshore Indemnity Inc., a corporation of the state of Minnesota, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto TAMPA BAY WATER, A Regional Water Supply Authority ("TAMPA BAY WATER"), as obligee, in the sum Five Thousand & 00/100 Dollars (\$5,000.00), lawful money of the United States of America for the payment of which the BIDDER and the SURETY hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents

WHEREAS, the BIDDER has submitted to TAMPA BAY WATER, its BID to which this FLORIDA BID BOND ("BOND") is attached, to enter into the CONTRACT with TAMPA BAY WATER for AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services, CONTRACT No. 2015-018, which CONTRACT is incorporated herein by this reference

NOW, THEREFORE. THE CONDITION OF THIS OBLIGATION IS THAT, the BIDDER and SURETY are jointly and severally bound by all of the provisions of this BOND, and if the BIDDER faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the CONTRACT (including ADDENDA issued before the date of the opening of the BID) within the time specified or any extension thereof, with or without notice to the SURETY, or if the BIDDER fails to comply with all requirements of the CONTRACT (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays TAMPA BAY WATER the full amount of the sum set forth in this BOND as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect

A. If TAMPA BAY WATER makes demand on the SURETY to perform in accordance with the SURETY'S obligations under this BOND, then the full amount of this BOND shall be immediately due and payable to TAMPA BAY WATER, and the SURETY shall pay that sum without delay. Additionally, the SURETY shall reimburse TAMPA BAY WATER for all costs of collection (including but not limited to attorney's fees).

B The SURETY, for value received, stipulates and agrees that the obligations of the SURETY and this BOND shall be in no way impaired or affected by any extension of the time within which TAMPA BAY WATER may accept the BID, and the SURETY does, by this agreement, waive notice of any such extension

C The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this BOND have the intent and meanings assigned to them in the CONTRACT

IMPORTANT: Sureties executing this BOND shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds can not be in excess of the amount indicated as approved by that list.

Ironshore Indemnity Inc.

(Name of SURETY)

240 Cedar Knolls Rd., Suite 308 Cedar Knolls, NJ 07927

(Address)

973-993-5410

(Telephone Number)

Kelly Brannan

(Name of Duly Authorized Florida Agent)

240 Cedar Knolls Rd., Suite 308 Cedar Knolls, NJ 07927

(Address)

973-993-5410

(Telephone Number)

Signed and sealed this 5th day of September, 20 14

Witness

[Signature]

BIDDER/Principal:
Diversified Drilling Corp.

By: Marlene Kiser

Marlene Kiser, CFO
Name and Title

Witness

[Signature]
Jean Witkowski, Witness as to Surety

Surety:
Ironshore Indemnity Inc

By Agent: Kelly Brannan
Kelly Brannan, Attorney-In-Fact

By Attorney-In-Fact
(Attach Certified Copy of Power of Attorney)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Pasco

On this 8th day of September 20 14 before me, a Notary Public within and for said County and State, personally appeared Mariene Kiser to me personally known who being duly sworn, upon oath, did say that he (she) is the CFO of and for the Diversified Drilling Corporation corporation created, organized and existing under and by the virtue of the laws of the State of Florida that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said Mariene Kiser did acknowledge that he (she) executed the said instrument as the free act and deed of said Corporation.

Donna L. Billie
Notary Public



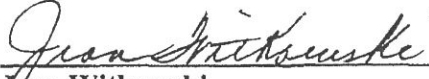
DONNA L. BILLIE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF106231
Expires 3/31/2018

IRONSHORE INDEMNITY INC.

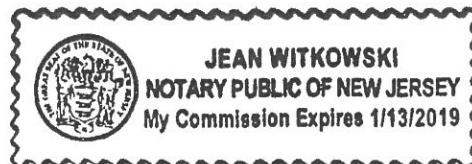
STATE OF NEW JERSEY

COUNTY OF MORRIS

On this 5th day of **September** 2014, before me, a Notary Public within and for said County and State, personally appeared **Kelly Brannan** to me personally known, who being duly sworn, upon oath, did say that he is the **Attorney-in-fact** of and for the **Ironshore Indemnity Inc.**, a corporation created, organized and existing under and by the virtue of the laws of the **State of Minnesota** that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said **Kelly Brannan** did acknowledge that he executed the said instrument as the free act and deed of said Corporation.



Jean Witkowski
Notary Public



POWER OF ATTORNEY

III- 50000308

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC, a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint Kieran J Moran, Charles P Moran, Kelly Brannan, and Chris Temeles its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC on the 22nd day of April, 2013 as follows

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC has caused this Instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.

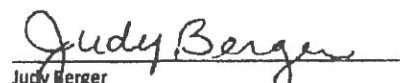
By: 
Daniel L. Sussman
Director



ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation

JUDY BERGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6222764
Qualified in New York County
My Commission Expires June 01, 2014


Judy Berger
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC, a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force

Signed and Sealed at this 5th Day of September, 20 14




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties"

IRONSHORE INDEMNITY INC
FINANCIAL STATEMENT SUMMARY
As of December 31, 2013

ASSETS		LIABILITIES	
Bonds	141,091,720	Losses	42,853,888
Preferred stocks	0	Reinsurance payable on paid losses and loss adjustment expenses	0
Common stocks	26,900,906	Loss adjustment expenses	7,082,053
Mortgage loans on real estate - First liens	0	Commissions payable, contingent commissions and other similar charges	725,019
Mortgage loans on real estate - Other than first liens	0	Other expenses (excluding taxes, licenses and fees)	2,255,074
Properties occupied by the company	0	Taxes, license and fees (excluding federal and foreign income taxes)	1,823,705
Properties held for the production of income	0	Current federal and foreign income taxes	6,437,556
Properties held for sale	0	Net deferred tax liability	0
Cash, cash equivalents and short term investments	6,510,828	Unearned premiums	25,988,120
Contract loans	0	Advance premium	0
Derivatives	0	Ceded reinsurance premiums payable (net of ceding commissions)	64,887,594
Other invested assets	0	Funds held by company under reinsurance treaties	0
Receivables for securities	0	Amounts withheld or retained by company for account of others	0
Securities lending reinvested collateral assets	0	Remittances and items not allocated	0
Aggregate write-ins for invested assets	0	Provision for reinsurance	10,047,091
Subtotals, cash and invested assets	174,503,454	Net adjustments in assets and liabilities due to foreign exchange rates	0
Title plants less \$ Charged off	0	Drafts outstanding	0
Investment income due and accrued	954,119	Payable to parent, subsidiaries and affiliates	6,302,949
Uncollected premiums and agents' balances in the course of collection	49,232,870	Derivatives	0
Deferred premiums, agents' balances and installments booked but deferred and not yet due	0	Payable for securities	0
Accrued retrospective premiums	0	Payable for securities lending	0
Amounts recoverable from reinsurers	10,507,825	Liability for amounts held under uninsured plans	0
Funds held by or deposited with reinsured companies	0	Aggregate write-ins for liabilities	1,483,156
Other amounts receivable under reinsurance contracts	0	Total liabilities excluding protected cell liabilities	149,886,268
Amounts receivable relating to uninsured plans	0	Protected cell liabilities	0
Current federal and foreign income tax recoverable and interest thereon	0	Total liabilities	149,886,268
Net deferred tax asset	4,605,668	POLICYHOLDERS'S SURPLUS	120,540,117
Guaranty funds receivable or on deposit	0	Aggregate write-ins for special surplus funds	0
Furniture and equipment, including health care delivery assets	0	Common capital stock	5,000,000
Net adjustment in assets and liabilities due to foreign exchange rates	0	Preferred capital stock	0
Receivables from parent, subsidiaries and affiliates	6,293,289	Aggregate write-ins for other than special surplus	0
Health care and other amounts receivable	0	Surplus Notes	0
Aggregate write-ins for other than invested assets	4,313,160	Gross paid in and contributed surplus	131,938,671
Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts	270,426,385	Unassigned funds (surplus)	(16,398,554)
From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	Surplus as regards policyholders	120,540,117
TOTALS	270,426,385	TOTALS	270,426,386

CERTIFICATE
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2013.
Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the New York Department of Insurance as of the same date.
William J. Gleason
William J. Gleason
CFO, VP & Treasurer

SUBSCRIBED
and sworn to me this 7th day of July, 2014
My commission expires 7/10/18
Allyssa Turkovitz
Allyssa Turkovitz
Notary Public

ALYSSA TURKOVITZ
Notary Public, State of New York
No. 01TU6044514
Qualified in Westchester County
Commission Expires July 10, 2018

BIDDER'S EXPERIENCE LIST

To enable TAMPA BAY WATER to evaluate the BIDDER's qualifications to provide the GOODS and/or perform the SERVICES, the BIDDER shall list in the spaces below similar AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services contracts the BIDDER has completed or has under active contract within the last five (5) years

NOTE THIS PAGE MAY BE CHANGED OR DELETED AS NEEDED

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS	CONTACT NAME
Tampa Bay Water	2575 Enterprise Road Clearwater, FL 33763	727-796-2355	4	Joe Kehoe
City of Lakeland	228 South Massachusetts Ave Lakeland, FL 33801	863-834-6750	3	Joe Costine
City of Port Orange	PO Box 291759 Port Orange, FL 32129-1759	386-506-5782	3	Bill Latham
City of Groveland	156 South Lake Ave. Groveland, FL 34736	352-429-0227	2	Ricky Rodriguez

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
THE ANNUAL MEETING OF THE BOARD OF DIRECTORS OF
DIVERSIFIED DRILLING CORPORATION**

The undersigned, constituting all the members of the board of directors (the "Board") of Diversified Drilling Corporation, a Florida Corporation (the "Corporation"), in lieu of holding the Annual Meeting of the Board, take the following action and adopt the following resolution by unanimous written consent pursuant to the bylaws of the Corporation and Section 607.0821, Florida Statutes:

RESOLVED, that the following named persons are hereby nominated, elected and confirmed as the officers of the Corporation to serve in the offices shown opposite their name until the next annual meeting of the Board of Directors and their successors shall have been duly elected and qualified:

EDWIN W. FINCH, III	PRESIDENT
JESSE L. ROYALL JR	VICE PRESIDENT
CHARLIE DIEHL	VICE PRESIDENT
MARLENE KISER	TREASURER/CHIEF FINANCIAL OFFICER
DONNA BILLIE	SECRETARY

WHEREAS, it is necessary for certain management personnel to execute well construction documents, including proposal bid forms, bonds, contracts, payrolls, claims, change orders, applications for payment, work change order directives and all other papers directly relating to well construction contracting,

WHEREAS, the Corporation desires to give the officers of the Corporation the authority to sign such documents,

THEREFORE BE IT RESOLVED, the President, Any Vice President and the Chief Financial Officer are hereby granted the authority to sign such documents in the amounts as shown below:

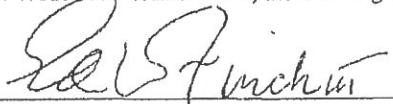
President – Unlimited Amount

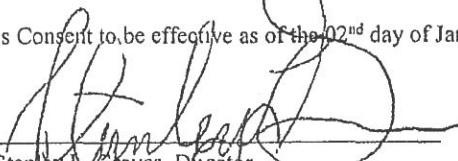
With Letter from the President – Any Vice President and the Chief Financial Officer – Amounts Over \$1,000,000.00 in the Amount As Stipulated

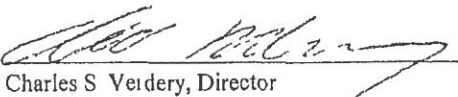
Any Vice President and the Chief Financial Officer on his own authority – Up to \$1,000,000.00

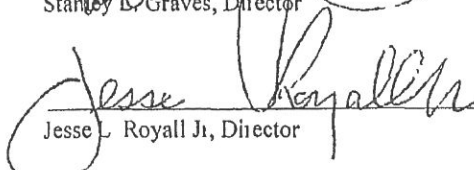
RESOLVED, that this Consent may be executed in one or more counterparts (whether by facsimile or otherwise), all of which together constitute the original and no one of which need bear all original signatures of the Directors.

IN WITNESS WHEREOF, the undersigned have executed this Consent to be effective as of the 02nd day of January 2014:


Edwin W. Finch, III, Director


Stanley L. Graves, Director


Charles S. Verdery, Director


Jesse L. Royall Jr., Director


Bob A. Matthews, Director

CONTRACT NO 2015-018

CONTRACT FORMS

CONTRACT

This CONTRACT is made this 20th day of October, 2014 by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163 01, 373 713 and 373 715, Florida Statutes, ("TAMPA BAY WATER"), and Diversified Drilling Corporation ("CONTRACTOR"), a corporation in the State of Florida and authorized to do business in the State of Florida

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"), and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law, and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT")

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows

- 1 0 RETENTION TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES
- 2 0 TERM This CONTRACT shall commence on November 1, 2014, and terminate October 31, 2018 To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment This CONTRACT may be terminated as provided in article 5 0 No Assignment shall be given after termination of this CONTRACT
- 3 0 GOODS AND/OR SERVICES The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, as required

40 COMPENSATION TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 30 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation. Four year contract with a total Not to Exceed Total Contract Value of \$400,000.00

50 TERMINATION OF CONTRACT

51 TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.

52 Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.

60 SUBCONTRACTORS The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.

70 INDEMNIFICATION In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

80 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

81 The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 90 through 100 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof

- 8 2 These insurance requirements shall not limit the liability of the other party TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums
- 8 3 CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6 0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization
- 8 4 All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured TAMPA BAY WATER, its consultants, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess
- 8 5 All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail
- 8 6 The CONTRACTOR shall be responsible for all deductibles under such policies of insurance

9 0 LIABILITY INSURANCE

- 9 1 CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from

CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT

9 1 1 Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

9 1 2 The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions

9 2 Excess or Umbrella Liability

9 2 1 Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages

9 3 Automobile Liability

9 3 1 Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident

9 3 2 If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance

10 0 WORKERS COMPENSATION COVERAGE

10 1 CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease

10 2 TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their

exemptions and purchase the coverage TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage

- 10 3 CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees

11 0 CERTIFICATES OF INSURANCE

- 11 1 Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change
- 11 2 New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals
- 11 3 If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements
- 11 4 For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage
- 11 5 Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein
- 11 6 Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted

12 0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12 1 Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT

13 0 LOSS CONTROL/SAFETY

- 13 1 Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health,

shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected

- 13.2 TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1 CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2 This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3 This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4 Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102

Attention: Ed Davis

If to the CONTRACTOR

Diversified Drilling Corporation
4538 Sky Dive Lane
Zephyrhills, Florida 33542

Attention: Marlene Kiser

- 14 6 Pursuant to Subsections 287 133(2) and (3), 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases or 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 in Section 287 017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list
- 14 7 Pursuant to Subsection 287 134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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
- 14 8 Pursuant to Section 287 135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287 135(5), Florida Statutes
- 14 9 CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time This right to audit, inspect and copy the Records shall include all of the Records of the Subconsultants
- 14 9 1 CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by TAMPA BAY WATER in order to perform the Services

- 14 9 2 CONTRACTOR shall provide the public with access to public records on the same terms and conditions that TAMPA BAY WATER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by Law
- 14 9 3 CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Law
- 14 9 4 CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to TAMPA BAY WATER all public records in possession of 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 TAMPA BAY WATER in a format that is compatible with the information technology systems of TAMPA BAY WATER

[THIS SECTION LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above

WITNESS

Diversified Drilling Corporation
(Firm Name)

Donna Billie

By Marlene Kiser

Date 10/3/14

Marlene Kiser
Name

(SEAL)

ATTEST

TAMPA BAY WATER, A Regional
Water Supply Authority

[Signature]
Secretary

By Susan Patvala
Its Chair

Date 10-20-14

APPROVED AS TO FORM

(SEAL)

[Signature]
General Counsel

[Version October 2013]



DIVEDRI-01 AKLUJKARCS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2014

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 Willis of Alabama, Inc c/o 26 Century Blvd P O Box 305191 Nashville, TN 37230-5191		CONTACT NAME PHONE (A/C, No, Ext) (877) 945-7378 FAX (A/C, No) (888) 467-2378 E-MAIL ADDRESS		
INSURED Diversified Drilling Corporation 4538 Sky Drive Lane Zephyrhills, FL 33542		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A Cincinnati Insurance Company		10677
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		
		INSURER F		

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	X	CAP5242701	04/09/2014	04/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	CAP5242701	04/09/2014	04/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION \$			CAP5242701	04/09/2014	04/09/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

RE Contract No 2015-018

Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers, if required by written contract, are named as Additional Insureds, as respects to General Liability and Automobile Liability. General Liability is Primary and Non-Contributory, if required by written contract.

Waiver of Subrogation in favor of Tampa Bay Water, if required by written contract as respects to the General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102	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 <i>Ben Thompson</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2014

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 Insurance Agency of the South LLC dba Advanced Comp 170 Fitzgerald Road Lakeland FL 33813	CONTACT NAME	
	PHONE (A/C, No, Ext) 863-646-3332 FAX (A/C, No) 863-646-5004	
	E-MAIL ADDRESS wccertificate@advancedcomp.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A FCCI INSURANCE COMPANY	10178
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER** 202819200 **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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN L AGGREGATE LIMIT APPLIES PER						PRODUCTS COMPIOP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		001W14A64064	4/1/2014	4/1/2015	E L EACH ACCIDENT \$1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below	N/A					E L DISEASE - EA EMPLOYEE \$1,000,000
							E L DISEASE - POLICY LIMIT \$1,000,000

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

THE WORKERS COMPENSATION POLICY INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER
RE Contract No 2015-018

CERTIFICATE HOLDER

Tampa Bay Water
2575 Enterprise Road
Clearwater FL 33763-1102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fidelity H. Dillig

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name DIVERSIFIED DRILLING CORP.
Policy Number 001-WC14A-64064
Agency Name 1663, Advanced Comp

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by FCCI Insurance Company 24570
Endorsement Number 0000013
Effective Date 4/01/14

Date Issued 4/03/14

Countersigned by _____
Authorized Representative

THIS IS TO FURTHER CERTIFY THAT

- 1 The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract
- 2 Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail
- 3 Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter
- 4 If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER
- 5 Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER (at TAMPA BAY WATER's option, a Best's rating or financial information regarding any self-insurance funds may be waived)

ACORD TM CERTIFICATE OF LIABILITY INSURANCE Clear Save DATE (MM/DD/YYYY)																					
PRODUCER Your Insurance Agent			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED Company Name Street City, State, Zip Code			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A</td><td></td></tr> <tr><td>INSURER B</td><td></td></tr> <tr><td>INSURER C</td><td></td></tr> <tr><td>INSURER D</td><td></td></tr> <tr><td>INSURER E</td><td></td></tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A		INSURER B		INSURER C		INSURER D		INSURER E						
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COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Re: Job Name/Number Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 30 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.																					
CERTIFICATE HOLDER Tampa Bay Water			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. NO FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE																		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT

- (a) "Day" means calendar days, unless otherwise stated
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly

(c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides

that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed

(e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER

4. Disputes

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause

(b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive

(d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER, and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein

6. Assignment of Contract

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT, except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER

7. Certificate and Release

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein

8. Organizational Conflicts of Interest

(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that

- (i) Award of the CONTRACT may result in an unfair competitive advantage, or
- (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired
- (b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER
- (c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest

9. Inspection and Acceptance

- (a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR
- (b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER
- (c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received

10. Rights In Data (Ownership and Proprietary Interest).

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

12. Contractor's Status

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT

13. Other Contractors

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

14. Liens

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. Equal Opportunity

(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

17. Taxes and Charges

The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS

17. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. Cost Substantiation

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts, (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any, (iii) a statement of the equipment used and any rental payable therefor, (iv) the CONTRACTOR employee and consultant hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums, and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

CONTRACT NO 2015-018

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

AS-NEEDED WELL REPAIR AND MAINTENANCE SERVICES

1.0 SCOPE

The objective of this Request for Bids is to provide a "continuing services contract" for well repair and maintenance services on public supply and monitoring wells in TAMPA BAY WATER's regional wellfields. The WORK shall be conducted in Hillsborough, Pasco, and Pinellas Counties as indicated on the project location map. The WORK includes pump and motor removal, repair and replacement and associated maintenance activities as requested. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all materials, equipment, parts, skills, tools and labor that are necessary and incidental for performance of the services listed above.

The CONTRACTOR shall keep itself fully informed of, and shall be accountable for performing all WORK in accordance with all applicable LAWS AND REGULATIONS, which in any manner affect the WORK. All permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the WORK shall be obtained and paid for by the CONTRACTOR.

2.0 EQUIPMENT AND PERSONNEL

The CONTRACTOR shall furnish capable licensed personnel and equipment to perform the described services under this AGREEMENT. The CONTRACTOR'S service rigs, equipment, and personnel shall be subject to TAMPA BAY WATER'S approval. The successful BIDDER shall, conduct background checks upon hiring of staff. Successful BIDDER shall provide the following information for each person working on site as follows: Company Name, Name on Birth Certificate, Government Issued Identification, and a company issued ID. The CONTRACTOR shall furnish the equipment necessary to contain and transport all materials generated during performance of the WORK in order to minimize impacts to the drill site.

The CONTRACTOR shall provide all necessary labor including the services of skilled and experienced electricians, mechanics and machinists and an adequate number of competent helpers. The CONTRACTOR'S staff shall be capable of keeping good reports of daily activities performed as instructed by TAMPA BAY WATER. Included in the daily report shall be such items as a description of the activity being conducted, the identification number of the well being serviced, and dates and times of each well maintenance or repair activity, and the quantities of all materials used.

3.0 PERMITS

Upon notice of award, the CONTRACTOR shall immediately apply for permits if necessary for the requested WORK ORDER from the pertinent governmental agency or agencies. No operations shall be commenced until the permits have been obtained.

4.0 ABOVEGROUND AND UNDERGROUND OBSTACLES

The CONTRACTOR shall be responsible for fully investigating and coordinating the identification of aboveground and underground obstacles such as electrical lines, telephone cables, sewers, water, and gas lines before commencing activities that could cause damage. If required, the CONTRACTOR shall provide a written statement indicating the results of the utility search to TAMPA BAY WATER prior to commencing activities. TAMPA BAY WATER shall not be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered.

The CONTRACTOR shall excavate to not less than 4 feet below land surface to check for obstructions (such as buried utilities) prior to commencing activities that may cause damage.

5.0 MOBILIZATION AND CLEANUP

The CONTRACTOR shall notify TAMPA BAY WATER at least five days (Saturdays, Sundays, and holidays excluded) prior to mobilization onto the site. The CONTRACTOR shall move in and move out all necessary personnel and equipment and remove all remaining debris, unused materials, and other miscellaneous items resulting from or used in the performance of the work.

The CONTRACTOR shall keep the work site free at all times from accumulation of waste materials and rubbish resulting from the work and at the completion thereof shall clean up the work site in a manner satisfactory to TAMPA BAY WATER. Any spill of fuel, hydraulic fluid, or oil shall be contained. Any contaminated soil and refuse shall be removed and disposed of in an environmentally sound manner consistent with all applicable federal, state and local regulations. The CONTRACTOR shall clean and remove from the property all excess material, equipment, debris, and rubbish caused by the work. The CONTRACTOR shall fill in all holes or excavations with clean fill material and restore grade to the elevations that existed prior to the commencement of the work. Should the CONTRACTOR fail to comply with the provisions of this paragraph, TAMPA BAY WATER shall have the right, on having given two days' notice to the CONTRACTOR, to perform such cleaning and/or removal of said excess material, equipment, debris, and rubbish and charge the cost and expense of such removal to the CONTRACTOR.

6.0 WATER AND ELECTRICITY

Water for cleaning, disinfection (if necessary) and other field activities may not be available at the site, therefore, the CONTRACTOR shall be responsible for collecting and transporting all contaminant-free water to the areas for required use. The source of this water shall be made known to TAMPA BAY WATER in order to collect a water-quality sample, if necessary. Electricity may not be available at the site. Therefore, the CONTRACTOR shall provide all necessary power to perform and complete the work.

7.0 BOUNDARIES OF WORK INGRESS AND EGRESS

Rights-of-way for the work specified in this contract have been cleared through easement agreements or permits and suitable provisions for ingress and egress have been made. The CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside permissible boundaries specified by TAMPA BAY WATER without the written consent of TAMPA BAY WATER. The CONTRACTOR shall obtain a key for TAMPA BAY WATER locks prior to initiation of services under this AGREEMENT. The CONTRACTOR shall be responsible for locking all gates and well house doors accessed while performing these services.

8.0 HEALTH, SAFETY, AND SECURITY

The CONTRACTOR shall be responsible for the safety of service rigs, support equipment, and crew on-site at all times. All repair and maintenance activities necessitated by this work are to be performed in accordance with all applicable OSHA requirements and local fire codes.

TAMPA BAY WATER reserves the right to refuse site access to any of the CONTRACTOR'S personnel not complying with the applicable health and safety requirements.

Jessica Lunsford Act: CONTRACTOR'S employees working on any property that meets the criteria noted in the Jessica Lunsford Act must meet the requirements herein. Requirements can be found at

http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12_05-107a.pdf

9.0 STANDBY TIME

Payment for standby time will be granted only for intentional delays caused by TAMPA BAY WATER. No payment for standby time will be made for time incurred due to delays caused by inclement weather, CONTRACTOR's error, repairs to the CONTRACTOR's equipment or delays caused by any of the CONTRACTOR'S subcontractor.

10.0 GUARANTEE

The CONTRACTOR guarantees that the work and services to be performed under the contract and all materials and equipment furnished, used, or installed in the work shall be new and free from defects and flaws, and shall be performed and furnished in strict accordance with these specifications and contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified, and the performance test requirements of the contract shall be fulfilled. The CONTRACTOR shall repair, correct, or replace all damage to the work resulting from failures covered by the guarantee.

11.0 SERVICES PROCEDURE AND REPORTING REQUIREMENTS

Miscellaneous services assignments will be authorized via facsimile or email issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the activities unless otherwise agreed to in writing with TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each service, and to receive guidance and approval for any additional activities that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR.

12.0 USE OF OWNER ALLOWANCE

Any item used on the work which is not covered on the bid schedule and for which the contractor seeks payment will be considered "cost reimbursement work." The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

The contractor shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:

- 1 Labor, for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.
- 2 Material delivered and used on the designated work, including sales tax, if paid for by the contractor or its sub-contractor.
- 3 Rental or equivalent rental cost of equipment, including necessary transportation for items having a rental value in excess of \$100.00.

Rental or equivalent rental cost shall be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowance shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances shall be made for those items, unless specific agreement to that effect is made.

To the cost reimbursement work, there shall be added the following fixed fees for the contractor or sub-contractor actually performing the work:

CONTRACT NO.: 2015-018

- 1 A fixed fee of fifteen (15) percent of the cost of item 1 above For costs incurred for work performed by sub-contractors, the contractor's fee shall not exceed five (5) percent and the sub-contractors fee shall not exceed ten (10) percent
- 2 A fixed fee of ten (10) percent will be added to the cost of items 2 and 3 above

*** END OF SECTION ***



TAMPA BAY WATER
Supplying Water To The Region

PROJECT NAME: AS-NEEDED WELL REPAIR AND MAINTENANCE GOODS AND/OR SERVICES
CONTRACT NUMBER: 2015-018
CONTRACT MANAGER: Chris Finch
PROPOSAL DATE: Tuesday, September 9, 2014 at 1:30 p.m

CONTRACTOR	BASE BID	RANKING
Thompson Well & Pump, Inc.	391,290.00	4
A C Schultes	322,330.00	3
Hausinger & Associates, Inc.	315,850.00	2
Diversified Drilling Corp.	273,720.00	1



2575 Enterprise Road
Clearwater, FL 33683-1102

EXECUTED CONTRACT

TO: Diversified Drilling Corp.
4538 Sky Drive Lane
Zephyrhills, FL 33542
813-988-1132

DATE: December 23, 2014

CONTRACT NO: 2015020

Attention: Ms. Marlene Kiser

TITLE: As-Needed Well Construction & Rehabilitation

Dear Ms. Kiser,

The Tampa Bay Water Board of Directors awarded 2015020 for As-Needed Well Construction & Rehabilitation on December 15, 2014.

On behalf of Tampa Bay Water enclosed is a fully executed copy of the above stated contract. This will serve as the overall governing document for this project.

Thank you for your interest in providing As-Needed Well Construction & Rehabilitation to Tampa Bay Water.

We look forward to working with you.

If you have any questions, please contact me.

Stacy Gundry
Purchasing Specialist
sgundry@tampabaywater.org
727-669-4825

Enclosure

cc: Tampa Bay Water Records w/original

Return to:

If BIDDER is a Corporation:

By: Diversified Drilling Corporation
(Legal Corporation Name)

Name and Title: Marlene Kiser, CFO

By: Marlene Kiser
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: Donna Billie

Title: Secretary

By: Donna Billie

Business Address: 4538 Sky Dive Lane
Zephyrhills, FL 33542
City, State, Zip

Phone #: (813) 988-1132 Fax #: (813) 985-6636

State of Incorporation: Florida

If BIDDER is a Joint Venture:

Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

 ORIGINAL

**TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102**



CONTRACT DOCUMENTS

FOR

**AS NEEDED WELL CONSTRUCTION AND REHABILITATION
GOODS AND/OR SERVICES**

CONTRACT # 2015-020

GOODS AND/OR SERVICES CONTRACT DOCUMENTS

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BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. Quotations for services are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten.
2. Award of the CONTRACT included herein for specified goods and/or services will be made to the two (2) lowest responsive, responsible BIDDERS who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the goods and/or services required by TAMPA BAY WATER. TAMPA BAY WATER reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of TAMPA BAY WATER. TAMPA BAY WATER further reserves the right to delete line items from consideration. The decision made by TAMPA BAY WATER in selection of the successful BIDDERS and award of the CONTRACT included herein will be final.
3. Owner's Allowance, if specified in the BID SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
4. To demonstrate qualifications to furnish the specified goods and/or services under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of TAMPA BAY WATER's request, such as financial data, prior experience, and previous contracts for similar goods and/or services.
5. By submitting a BID, BIDDERS acknowledge that TAMPA BAY WATER is the interpreter of these GOODS AND/OR SERVICES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, TAMPA BAY WATER will give the successful BIDDER a written NOTICE OF AWARD.
6. The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER two (2) copies of the CONTRACT, the required CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the goods and/or services under the CONTRACT included herein.
7. TAMPA BAY WATER is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
8. BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
9. All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to TAMPA BAY WATER. TAMPA BAY WATER will have an acceptance period of ninety (90) days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all items offered or

shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

10. Sealed BIDS for goods and/or services under the CONTRACT must be received in TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 2:00 p.m. local time in Clearwater), Tuesday October 14, 2014. An original and one (1) copy of the BID response must be received on or before this deadline. Responses will be retained as property of TAMPA BAY WATER. As such, all responses are public record, subject to public review. The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER; all others may be photocopies.
11. BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID. No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact.
12. Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
13. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to TAMPA BAY WATER that any BIDDER has an interest in more than one BID for the goods and/or services under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected.
14. The BIDDER shall sign its BID in the appropriate blank space provided therefor. If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the BID.
15. Failure to provide evidence of authority as referenced in paragraph 14 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification).

16. BIDS must be timely submitted in accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Records Department

TAMPA BAY WATER CONTRACT #'s 2015-020 and 2015-021

17. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

- 17.1 Pursuant to Subsections 287.133(2) and (3), 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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 in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 17.2 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- 17.3 Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

18. NOTIFICATION OF RIGHT TO PROTEST:
 - 18.1 Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this INVITATION FOR SEALED BIDS, Notice of Award, the form and content of the BID DOCUMENTS and/or the actions of TAMPA BAY WATER.
 - 18.2 Notification of TAMPA BAY WATER's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS.
19. The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to TAMPA BAY WATER during the term of the CONTRACT.
20. A **MANDATORY** Pre-BID Conference will be held on Wednesday, September 17th at 9:00 a.m. at TAMPA BAY WATER's office located at 8865 Pump Station Road, Land O'Lakes, FL 34639. Attendance at the Pre-BID Conference is **MANDATORY** and all prospective BIDDERS are required to attend the conference. Any questions concerning this BID solicitation process, required submittals, evaluation criteria, BID SCHEDULE, selection process or any other matter regarding this procurement should be directed to Teresa Collins tcollins@tampabaywater.org TAMPA BAY WATER, 727/791-2325 (telephone), 727/724-3048 (fax). All questions received prior to the Pre-BID Conference will be discussed at the Pre-BID Conference. Anyone requiring reasonable accommodations for this mandatory conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 (telephone) at least three working days prior to this conference.
21. BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID.
22. Each BIDDER must review the CONTRACT FORMS included herein and sign the BID SCHEDULE thereby acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein.
23. The TAMPA BAY WATER representative will not provide information to the BIDDERS. If questions arise, the BIDDER must submit a written request for additional information. If additional information is provided, it will be provided to all BIDDERS.
24. BONDS

- 24.1 Sealed BIDS must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of \$5,000.00. The FLORIDA BID BOND included herein shall be given as a guarantee that the BIDDER will not withdraw its BID for a period of NINETY (90) days after the opening of BIDS.
 - 24.2 FLORIDA PERFORMANCE BOND and/or FLORIDA PAYMENT BONDS are **not** required.
 - 24.3 The attorney-in-fact who executes a bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the bond. Where laws and regulations require, certification by a resident agent shall also be provided.
25. TAMPA BAY WATER accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the BIDS; such expenses are to be borne exclusively by the BIDDERS.

26. BIDDER'S DECLARATION AND UNDERSTANDING

- 26.1 The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) interested in this BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of TAMPA BAY WATER and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein.
- 26.2 The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with TAMPA BAY WATER in the form included herein as the CONTRACT and perform and furnish all goods and/or services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in accordance with the other terms and conditions of the CONTRACT included herein.
- 26.3 The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the CONTRACT included herein.
- 26.4 The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein.

27. CONTRACT EXECUTION AND BONDS

- 27.1 The BIDDER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the TAMPA BAY WATER CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, the forms of which are included herein, within 15 days of receipt of the NOTICE OF AWARD.

28. CERTIFICATES OF INSURANCE

- 28.1 The CONTRACTOR shall furnish to TAMPA BAY WATER, before providing goods and/or services under the CONTRACT included herein, the certificates of insurance as specified in the CONTRACT, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein, or approved ACORD form.

29. SALES AND USE TAXES

- 29.1 The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the goods and/or services under the CONTRACT included herein.

30. QUALIFICATION OF BIDDERS

- 30.1 BIDS will only be considered from BIDDERS who provide WELL CONSTRUCTION AND REHABILITATIVE GOODS AND/OR SERVICES. BIDDERS shall document their qualifications and experience in providing WELL CONSTRUCTION AND REHABILITATIVE GOODS AND/OR SERVICES on the BIDDER'S EXPERIENCE LIST.

31. QUANTITIES

- 31.1 The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and TAMPA BAY WATER reserves the right to increase or decrease quantities shown or used without penalty.

32. PRICING

- 32.1 The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by TAMPA BAY WATER, will be used by TAMPA BAY WATER and the BIDDER, if awarded the CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

33. AWARD

- 33.1 TAMPA BAY WATER will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed most qualified to provide the specified goods and/or services under the CONTRACT included herein.

34. ADDITIONAL INSTRUCTIONS

34.1 TAMPA BAY WATER reserves the right to revise or amend this INVITATION FOR SEALED BID ("ITB"). Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted on DemandStar and TAMPA BAY WATER'S website. BID opening shall be at least five (5) working days after the last Addenda.

34.2. TAMPA BAY WATER reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other BIDDERS; or (2) to reject any and all BIDS submitted as non-responsive. Conditional BIDS or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

34.3 Each BIDDER, by submitting a BID, acknowledges the agency's legal obligation to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the BIDDER establishes its right to a public records exception. It is the responsibility of the BIDDER alone to establish its right to any such exception. Under no circumstances will TAMPA BAY WATER be responsible or liable to a BIDDER or any other party as a result of disclosing any such information or materials.

34.4 Each BIDDER may clearly mark each page of the BID that contains trade secrets or other confidential commercial or financial information which the BIDDER believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. BIDDERS are informed that TAMPA BAY WATER is subject to the Florida Public Records and Sunshine Laws.

34.5 TAMPA BAY WATER reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this ITB;
- b. Revise and modify, at any time prior to the BID due date, factors it will consider in evaluating BIDS and to otherwise revise its evaluation methodology;
- c. Extend dates, time periods or deadlines in this ITB;
- d. Reject any and all BIDS in whole or in part which are non-conforming, non-responsive, or conditional BIDS;

- e. Waive minor deficiencies, informalities, irregularities or defects in a BID;
- f. Suspend and/or terminate this procurement process at any time;
- g. Reissue the same ITB or a different ITB for this project;
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the BIDDERS to seek an improved understanding and evaluation of the BIDS;
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
- j. Accept BIDS that in its judgment will be in the best interest of TAMPA BAY WATER;
- k. Suspend, discontinue and/or terminate CONTRACT negotiations with any BIDDER at any time prior to the actual authorized execution of such CONTRACT by all parties; and/or
- l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any BIDDER, team member or any other person.

34.6 Without limiting the foregoing, TAMPA BAY WATER may disqualify and reject any BIDDER (including its sub-consultants, affiliates, partners and parent organizations) that:

- a. Fails to include information in its BID required by this ITB;
- b. Engages in conduct prohibited by this ITB;
- c. Fails to obtain the agency's consent for any action when required by this ITB;
- d. Is involved in pending litigation concerning TAMPA BAY WATER or its Member Governments;
- e. Submits false or misleading information in its BID;
- f. Has a conflict of interest;
- g. Fails to disclose any information which, if disclosed, would materially adversely affect TAMPA BAY WATER'S evaluation of the BID; or
- h. Otherwise fails to comply with or breaches any material requirement of this ITB.

34.7 All costs and expenses incurred by a BIDDER, or any person working on behalf of a BIDDER, in connection with the ITB, including the preparation and submission of a BID, providing additional information, attendance at meetings, and any other actions taken by a BIDDER in response to the ITB shall be the sole responsibility of the BIDDER. TAMPA BAY WATER and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by BIDDER, team members or any other person as a result of this ITB.

34.8 The issuance of this ITB does not bind or obligate TAMPA BAY WATER to enter into a CONTRACT with any person or legal entity, nor does the ITB constitute an offer to enter into a CONTRACT with any person or entity. TAMPA BAY WATER and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by BIDDER with the agency. BIDDER is solely responsible for meeting all deadlines and submission requirements of this ITB.

34.9. By submitting a BID, BIDDER represents that its BID has been prepared without collusion or fraud and in fair competition with other BIDDERS, without any restraint on free competition, and acknowledges that TAMPA BAY WATER is acting in reliance upon that representation.

AUTHORIZED SIGNATURES

BID submitted on the _____ day of _____, 20____.

If the BIDDER is an individual (sole proprietor):

Signature: _____

Name and Title: _____

By: _____

(if other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If the BIDDER is a Partnership:

By: _____

Name of General or Limited Partner(s) Authorized to Sign

By: _____

(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By: _____

(Attach Evidence of Authority to Sign)

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____



ORIGINAL

If BIDDER is a Corporation:

By: Diversified Drilling Corporation
(Legal Corporation Name)

Name and Title: Marlene Kiser, CFO

By: Marlene Kiser
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: Donna Billie

Title: Secretary

By: Donna Billie

Business Address: 4538 Sky Dive Lane
Zephyrhills, FL 33542
City, State, Zip

Phone #: (813) 988-1132 Fax #: (813) 985-6636

State of Incorporation: Florida

If BIDDER is a Joint Venture:

Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

 ORIGINAL

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pasco

Marlene Kiser ("AFFIANT"), being first duly sworn,
deposes and says that:

1. AFFIANT is CFO of Diversified Drilling
(the "BIDDER") and has submitted the attached BID;
2. AFFIANT has personal knowledge of the matters set forth herein and is competent
to testify;
3. AFFIANT is fully informed respecting the preparation and contents of the attached
BID and all pertinent circumstances respecting the BID;
4. The BID is genuine and is not a collusive or sham BID;
5. Neither the BIDDER nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including AFFIANT, has in any way colluded,
conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to
submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or
collusion or communication or conference with any other BIDDER, firm, or person to fix the price
or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost
element of the BID price or the BID price of any other BIDDER, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against TAMPA BAY
WATER or any person interested in the CONTRACT.

By: Marlene Kiser

(Corporate Seal)

Title: Chief Financial Officer

Subscribed and sworn before me this 14th day of October, 2014, by
Marlene Kiser, who is personally known to me or has produced
as identification.

Donna Billie
Notary Public:
Donna Billie
Print Name
My commission expires: 3/31/2018



DONNA L. BILLIE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108231
Expires 3/31/2018



ORIGINAL

CONTRACT NO 2015-020 and 2015-021

BIDDER'S EXPERIENCE LIST

To enable TAMPA BAY WATER to evaluate the BIDDER's qualifications to provide the GOODS and/or perform the SERVICES, the BIDDER shall list in the spaces below similar AS-NEEDED WELL REPAIR AND MAINTENANCE Goods and/or Services contracts the BIDDER has completed or has under active contract within the last five (5) years

NOTE THIS PAGE MAY BE CHANGED OR DELETED AS NEEDED

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS	CONTACT NAME
Tampa Bay Water	2575 Enterprise Road Clearwater, FL 33763	727-796-2355	4	Joe Kehoe
City of Lakeland	228 South Massachusetts Ave Lakeland, FL 33801	863-834-6750	3	Joe Costine
City of Port Orange	PO Box 291759 Port Orange, FL 32129-1759	386-506-5782	3	Bill Latham
City of Groveland	156 South Lake Ave. Groveland, FL 34736	352-429-0227	2	Ricky Rodriguez

ORIGINAL

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
THE ANNUAL MEETING OF THE BOARD OF DIRECTORS OF
DIVERSIFIED DRILLING CORPORATION**

The undersigned, constituting all the members of the board of directors (the "Board") of Diversified Drilling Corporation, a Florida Corporation (the "Corporation"), in lieu of holding the Annual Meeting of the Board, take the following action and adopt the following resolution by unanimous written consent pursuant to the bylaws of the Corporation and Section 607.0821, Florida Statutes:

RESOLVED, that the following named persons are hereby nominated, elected and confirmed as the officers of the Corporation to serve in the offices shown opposite their name until the next annual meeting of the Board of Directors and their successors shall have been duly elected and qualified:

EDWIN W. FINCH, III	PRESIDENT
JESSE L. ROYALL JR.	VICE PRESIDENT
CHARLIE DIEHL	VICE PRESIDENT
MARLENE KISER	TREASURER/CHIEF FINANCIAL OFFICER
DONNA BILLIE	SECRETARY

WHEREAS, it is necessary for certain management personnel to execute well construction documents, including proposal bid forms, bonds, contracts, payrolls, claims, change orders, applications for payment, work change order directives and all other papers directly relating to well construction contracting;

WHEREAS, the Corporation desires to give the officers of the Corporation the authority to sign such documents;

THEREFORE BE IT RESOLVED, the President, Any Vice President and the Chief Financial Officer are hereby granted the authority to sign such documents in the amounts as shown below.

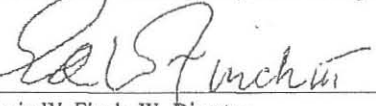
President – Unlimited Amount

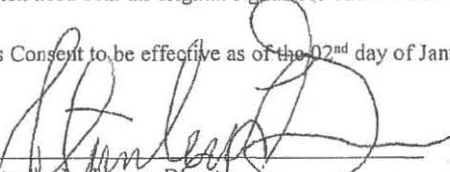
With Letter from the President – Any Vice President and the Chief Financial Officer – Amounts Over \$1,000,000.00 in the Amount As Stipulated

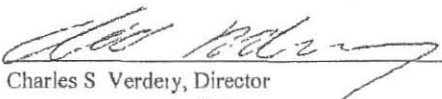
Any Vice President and the Chief Financial Officer on his own authority – Up to \$1,000,000.00

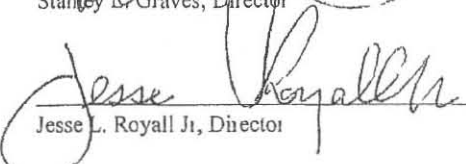
RESOLVED, that this Consent may be executed in one or more counterparts (whether by facsimile or otherwise), all of which together constitute the original and no one of which need bear all original signatures of the Directors.

IN WITNESS WHEREOF, the undersigned have executed this Consent to be effective as of the 02nd day of January 2014


Edwin W. Finch, III, Director


Stanley L. Graves, Director


Charles S. Verdery, Director


Jesse L. Royall Jr., Director


Bob A. Matthews, Director



CONTRACT FORMS

CONTRACT

This CONTRACT is made this 15 day of December, 2014, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and **DIVERSIFIED DRILLING CORPORATION** ("CONTRACTOR"), a corporation in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide as AS NEEDED WELL CONSTRUCTION GOODS AND SERVICES goods and/or services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1.0 **RETENTION:** TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.
- 2.0 **TERM:** This CONTRACT shall commence on the date of execution, and terminate December 31st, 2015. TAMPA BAY WATER, at its discretion, shall have the option to renew this CONTRACT for an additional two (2) years, one (1) year at a time, or any portion thereof. This option shall be exercised in writing and will be exercised only if agreeable to both parties and all prices remain the same. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0 No Assignment shall be given after termination of this CONTRACT.

- 3.0 GOODS AND/OR SERVICES: The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, as required.
- 4.0 COMPENSATION: TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation.
- 5.0 TERMINATION OF CONTRACT:
- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.
- 6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.
- 7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of

injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its consultants, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.

8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.

8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.

9.1.1. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.

9.2. Excess or Umbrella Liability

9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

9.3. Automobile Liability

9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.

9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

10.0 WORKERS COMPENSATION COVERAGE

10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.

10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

11.0 CERTIFICATES OF INSURANCE

11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.

11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.

11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate

less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.

- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Terry Thomas

If to the CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION
4538 Sky Dive Lane
Zephyrhills, FL 33542
Attention: Marlene Kiser

- 14.6. Pursuant to Subsections 287.133(2) and (3), 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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 in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 14.7. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- 14.8. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
- 14.9 CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subconsultants.
- 14.9.1 CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by TAMPA BAY WATER in order to perform the Services.
- 14.9.2 CONTRACTOR shall provide the public with access to public records on the same terms and conditions that TAMPA BAY WATER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by Law.
- 14.9.3 CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Law.
- 14.9.4 CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to TAMPA BAY WATER all public records in possession of 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 TAMPA BAY WATER in a format that is compatible with the information technology systems of TAMPA BAY WATER.

[THIS SECTION LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

DIVERSIFIED DRILLING CORPORATION

Donna Billie

By: Marlene Kiser

Date: 11/7/14

Marlene Kiser, CFO
Name

(SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority

Matt [Signature]
Secretary

By: [Signature]

Its: Vice Chair

Date: 12/15/14

APPROVED AS TO FORM:

(SEAL)

Benu Banawala
General Counsel

[Version October 2013]



CERTIFICATE OF LIABILITY INSURANCE

DIVEDRI-01

GUILLHE

DATE (MM/DD/YYYY)

4/10/2014

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 Willis of Alabama, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
INSURED Diversified Drilling Corporation 4538 Sky Dive Lane Zephyrhills, FL 33542	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	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	X	X	CAP5242701	4/9/2014	4/9/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
A	AUTOMOBILE LIABILITY	X	X	CAP5242701	4/9/2014	4/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB			CAP5242701	4/9/2014	4/9/2015	EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 2,000,000
	☐ CLAIMS-MADE						
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Re: CONTRACT 2011-012 As Needed Production Well Construction, Repair & Rehabilitation Services.

Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers, if required by written contract, are named as Additional Insureds as their interest may appear, as respects to General Liability and Automobile Liability. General Liability is Primary and Non-Contributory, if required by written contract. Waiver of Subrogation in favor of Tampa Bay Water, if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763-1102

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2014

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 Insurance Agency of the South LLC dba Advanced Comp 170 Fitzgerald Road Lakeland FL 33813		CONTACT NAME: PHONE (A/C, No, Ext): 863-646-3332 E-MAIL ADDRESS: wccertificate@advancedcomp.net FAX (A/C, No): 863-646-5004		
INSURED DIVEDRI-01 Diversified Drilling Corp 4538 Sky Dive Lane Zephyrhills FL 33542		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : FCCL INSURANCE COMPANY		10178
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1689864191

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	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						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 ☐ 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	\$
								\$
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 ☐	N/A	001W14A64064	4/1/2014	4/1/2015	X WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Re: Contract 2011-012 As Needed Production Well Construction, Repair and Rehabilitation Services

CERTIFICATE HOLDER**CANCELLATION**Tampa Bay Water
2575 Enterprise Road
Clearwater FL 33763

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

Fidelity H. Dillmy

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.
3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (at TAMPA BAY WATER's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the goods and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.

(c) The CONTRACTOR must assert its right to an equitable adjustment under this clause

within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.

(e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i)

immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. Assignment of Contract

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. Certificate and Release

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

8. Organizational Conflicts of Interest

(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of goods and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:

(i) Award of the CONTRACT may result in an unfair competitive advantage;
or

(ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.

(b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.

(c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

10. Rights In Data (Ownership and Proprietary Interest).

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

12. Contractor's Status

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

13. Other Contractors

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

14. Liens

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. Equal Opportunity

(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

16. Taxes and Charges

The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

17. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. Cost Substantiation

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is

properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and consultant hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

1.0 SCOPE

The objective of this Request for Bids is to provide a "continuing services contract" for well evaluation and rehabilitation services on public supply and monitoring wells in TAMPA BAY WATER's regional wellfields, and for construction of new surficial and Upper Floridan aquifer monitoring wells. The WORK shall be conducted in Hillsborough, Pasco, and Pinellas Counties as indicated on the project location map (**Exhibit 1**). The WORK includes: pump removal and replacement; borehole geophysical logging; downhole video surveys; test pump installation; specific capacity testing; well abandonment; well deepening or back-plugging; liner installation; and construction of surficial aquifer and Upper Floridan aquifer monitoring wells. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all materials, equipment, skills, tools and labor that are necessary and incidental for performance of the services listed above.

The CONTRACTOR is responsible to stay fully informed of, and shall be accountable for performing all WORK in accordance with all applicable LAWS AND REGULATIONS, which in any manner affect the WORK. All permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the WORK shall be obtained and paid for by the CONTRACTOR.

2.0 EQUIPMENT AND PERSONNEL

The CONTRACTOR shall furnish capable licensed personnel and equipment to perform the described services under this AGREEMENT. The CONTRACTOR'S drilling rigs, equipment, and personnel shall be subject to TAMPA BAY WATER'S approval. The successful BIDDER shall conduct background checks upon hiring of staff. Successful BIDDER shall provide the following information for each person working on site as follows: Company Name; Name on Birth Certificate; Government Issued Identification; and a company issued ID. The CONTRACTOR shall furnish the equipment necessary to contain and transport all materials generated during performance of the WORK in order to minimize impacts to the drill site.

The CONTRACTOR, shall provide all necessary labor including the services of skilled and experienced drillers and an adequate number of competent helpers. The drillers shall be capable of keeping good well logs and reports of daily activities performed as instructed by TAMPA BAY WATER. The CONTRACTOR shall keep an accurate daily record of all activities. These records shall document in detail the well evaluation, maintenance, or construction activities. Included in the daily report shall be such items as a description of the activity being conducted, the identification number of the well

being tested, and dates and times of each well maintenance or construction activity, and the quantities of all materials used.

The CONTRACTOR shall furnish the personnel and equipment necessary to perform the required water quality sampling and field water quality measurements. The CONTRACTOR may obtain the services of a qualified laboratory or CONSULTANT to provide these services.

The CONTRACTOR shall furnish capable personnel and temporarily furnish, install, connect, operate and, afterward, remove all necessary equipment, power and materials to perform development of the wells, geophysical logging, downhole video surveying and specific capacity testing.

The CONTRACTOR shall furnish all pumps, compressors, plungers, bailers, or other necessary equipment needed to develop a well to remove sand or other materials as may, during the life of the well, be withdrawn when the well is pumped under maximum conditions of drawdown.

Equipment, including cameras and geophysical instruments, shall be cleaned before commencing with work to minimize the potential for contamination of the borehole and well materials. The cleaning shall be completed, as approved by TAMPA BAY WATER, for each piece of equipment before it is used for the first time on this project. The CONTRACTOR shall make available the appropriate equipment for this purpose and for the cleaning of any additional support equipment necessary for the satisfactory completion of the work.

3.0 PERMITS

Upon notice of award, the CONTRACTOR shall immediately apply for permits necessary for the requested WORK ORDER from the pertinent governmental agency or agencies. No well modification or drilling operations shall be commenced until the permits have been obtained.

4.0 ABOVEGROUND AND UNDERGROUND OBSTACLES

The CONTRACTOR shall be responsible for fully investigating and coordinating the identification of aboveground and underground obstacles such as electrical lines, telephone cables, sewers, water, and gas lines before drilling commences. The CONTRACTOR shall provide a written statement indicating the results of the utility search to TAMPA BAY WATER prior to commencing drilling activities. TAMPA BAY WATER shall not be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered.

The CONTRACTOR shall excavate to not less than 4 feet below land surface to check for obstructions (such as buried utilities) prior to commencing drilling activities. The

hole dug to check for obstructions must be at least as wide as the widest drill bit or auger used for well installation.

5.0 MOBILIZATION AND CLEANUP

The CONTRACTOR shall notify TAMPA BAY WATER at least five days (Saturdays, Sundays, and holidays excluded) prior to mobilization onto the site and commencement of drilling activities. The CONTRACTOR shall move in and move out all necessary personnel and equipment, set up and remove drilling rigs, equipment and temporary facilities, perform all site clearing and grubbing and remove all remaining debris, unused materials, and other miscellaneous items resulting from or used in the performance of the work.

All formation cuttings shall be contained in DOT-approved roll-off structures or equal in order to minimize adverse impacts to the drill site. The CONTRACTOR will provide roll-offs. Costs are to be provided by the CONTRACTOR for providing the roll-off containment structures and disposing of the drill cuttings in an environmentally sound manner consistent with applicable laws and regulations. The CONTRACTOR will supply any equipment necessary to transfer cuttings to the roll-off structures. Discharge water during drilling and testing operations shall be directed to a location approved by TAMPA BAY WATER.

The CONTRACTOR shall keep the work site free at all times from accumulation of waste materials and rubbish resulting from the work and at the completion thereof shall clean up the work site in a manner satisfactory to TAMPA BAY WATER. Any spill of fuel, hydraulic fluid, or oil shall be contained. Any contaminated soil and refuse shall be removed and disposed of in an environmentally sound manner consistent with all applicable federal, state and local regulations. The CONTRACTOR shall clean and remove from the property all excess material, equipment, debris, and rubbish caused by the work. The CONTRACTOR shall fill in all holes or excavations with clean fill material and restore grade to the elevations that existed prior to the commencement of the work. Should the CONTRACTOR fail to comply with the provisions of this paragraph, TAMPA BAY WATER shall have the right, on having given two day's notice to the CONTRACTOR, to perform such cleaning and/or removal of said excess material, equipment, debris, and rubbish and charge the cost and expense of such removal to the CONTRACTOR.

6.0 WATER AND ELECTRICITY

Water for drilling, cleaning, and other necessary field activities may not be available at the site, therefore, the CONTRACTOR shall be responsible for collecting and transporting all contaminant-free water to the drilling areas for required use. The source of this water shall be made known to TAMPA BAY WATER in order to collect a water-quality sample, if necessary. Electricity may not be available at the site. Therefore, the CONTRACTOR shall provide all necessary power to perform and complete the work.

7.0 BOUNDARIES OF WORK INGRESS AND EGRESS

Rights-of-way for the work specified in this contract have been cleared through easement agreements or permits and suitable provisions for ingress and egress have been made. The CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside permissible boundaries specified by TAMPA BAY WATER without the written consent of TAMPA BAY WATER. The CONTRACTOR shall obtain a key for TAMPA BAY WATER locks prior to initiation of services under this AGREEMENT. The CONTRACTOR shall be responsible for locking all gates and well house doors accessed while performing these services.

8.0 MATERIALS

The materials used for the construction or modification of wells under this AGREEMENT shall meet the following requirements:

A. Drilling Water and Additives

The CONTRACTOR shall be responsible for providing clean water for drilling and well construction purposes. The source of the water will be subject to approval by TAMPA BAY WATER. The CONTRACTOR shall provide acceptable drilling fluids and additives specifically recommended by the manufacturer for use in potable well drilling. The CONTRACTOR shall review fluids and additives with TAMPA BAY WATER prior to drilling. The CONTRACTOR shall also be responsible for preventing contamination of samples or the aquifer and shall not introduce mud, clay, or other drilling additives into the well without prior approval of TAMPA BAY WATER. The CONTRACTOR shall not use lime, cement, organic matter, or other material to stop circulation losses of the drilling fluid, without written approval by TAMPA BAY WATER.

B. Well Casing and Centralizers

All well casings shall be new, of first-quality material and free of defects. PVC casing used for construction of monitoring wells shall meet ASTM F480, or equivalent AWWA or NSF standard. Several lengths of casing should be available to allow for variance of the final depth of each well. Only threaded PVC casing shall be used for construction of monitoring wells.

Casing centralizers (used to center casing in the borehole or within an overlapping casing) shall be 0.25-inch minimum thickness steel and of a size and shape such that, when attached to the casing, will effectively center the casing and assure sufficient space for a proper grout seal. Casing centralizers shall be provided

such that the size, shape, and positioning do not adversely affect placement of the casing or limit access of tremie pipes and other necessary tools in the annulus.

C. Cement

Cement used for grouting the casing in the well shall be neat cement grout (ASTM C-150, Type I, Class A Portland cement mixed with no more than six gallons of water per 94 pound bag of cement). Any additives, which the CONTRACTOR includes in the grout mixture, must be pre-approved by TAMPA BAY WATER.

9.0 GEOPHYSICAL LOGS

The CONTRACTOR will provide qualified personnel and equipment (subCONTRACTORS to be approved by TAMPA BAY WATER) to run a suite of geophysical logs from land surface to the total depth of the well. (*note - gamma ray logs shall be run from the bottom of the borehole to land surface*). Logs run in the static mode shall include caliper, gamma, electric, temperature, fluid resistivity, and flow meter.

The CONTRACTOR shall furnish and temporarily install a submersible pump capable of evacuating water from the borehole at a rate that stresses the aquifer sufficiently to run flow logs (estimated to be about 1,500 gallons per minute for a production well and 100 gpm for a monitoring well), including a means to control flow rates and to accurately measure variability of flow. The CONTRACTOR must also provide the manpower to run the pump and provide up to 500 feet of discharge piping. A diffuser shall be placed at the end of the temporary piping to reduce erosion. Geophysical logs run in the pumping mode shall include flow meter, fluid resistivity, and temperature.

The CONTRACTOR shall be responsible to assure that borehole-logging instruments and equipment used to make each log are in good condition, in order to give an accurate and representative log. The CONTRACTOR shall provide documentation of the quality assurance/quality control procedures of the proposed geophysical logging operation to TAMPA BAY WATER for approval prior to starting the WORK. The CONTRACTOR shall calibrate all logging tools, with the exception of the flow tool, with standards corresponding to anticipated measurements prior to introducing them into the borehole and check them with the same standards upon removal from the borehole. The CONTRACTOR shall provide results of field standard checks made before and after each log run on the log printout. The flow meter shall be calibrated while the tool is inside the casing or open borehole. The CONTRACTOR shall ensure that all logs are recorded at the highest sensitivity that is consistent with a minimum of off-scale deflection, and ensure that scales, calibration, standardization, and other pertinent data are recorded on each log.

The CONTRACTOR shall submit three (3) copies of the borehole geophysical logs to TAMPA BAY WATER within 5 business days following completion of the on-site activities.

10.0 DOWNHOLE VIDEO SURVEY

The CONTRACTOR will provide qualified personnel and equipment to run a downhole video survey from land surface to the total depth of the well. TAMPA BAY WATER reserves the right to disapprove any sub-contractor. TAMPA BAY WATER shall have the option of having staff or a CONSULTANT on site during the downhole video survey. If cloudy conditions are encountered in the well during the downhole video survey, clean water shall be introduced into the well from either the well collection main or a portable water tank, or the well may require additional pumping. Prior to introducing water into the well from the collection main, the CONTRACTOR shall secure approval from TAMPA BAY WATER.

The downhole camera shall be solid state and have a resolution of at least 450 horizontal lines, color capability, and come equipped with a minimum 3.5 mm wide angle lens (100°) and a 1.8 fixed iris. The camera housing should be stainless steel, waterproof and rated at 1,650 feet or greater maximum working depth. The camera should be supplied with sufficient cable and a sufficient light source as well as a winch, footage counter, tripod and mounting head. The footage counter shall be accurate and calibrated prior to arrival at the site. All downhole video equipment shall meet with the approval of TAMPA BAY WATER.

The CONTRACTOR shall provide TAMPA BAY WATER with one copy of the video on a CD ROM or DVD on the day of the survey and two additional copies within 7 calendar days of completion at each well.

11.0 DEVELOPMENT

Following the completion of any well maintenance or construction activities the well shall be developed by pumping until the discharge water is clear and sand-free. For bidding purposes, four hours of development time is anticipated.

12.0 PLUMBNESS AND ALIGNMENT

Stabilizers shall be used during drilling and the borehole shall be drilled as near to plumb and true as possible in order that a proper casing alignment and cement seal may be achieved. If, in the opinion of TAMPA BAY WATER, there is reasonable doubt about the plumbness of the well, the CONTRACTOR shall perform a plumbness test at its own expense. Plumbness may be checked by lowering a 4 feet long slug, which is 1/4 inch smaller than the inside diameter of the casing. TAMPA BAY WATER reserves the right to reject a well that is installed out of plumb.

13.0 HEALTH AND SAFETY

The CONTRACTOR shall be responsible for the safety of the rig, support equipment, and crew on-site at all times. All drilling and construction activities necessitated by this work are to be performed in accordance with all applicable OSHA requirements and local fire codes.

The level of protection required at the drilling location upon initiating drilling is modified Level D, which requires the CONTRACTOR'S personnel to be outfitted with the following: hard hat, eye protection (safety goggles or safety glasses), hearing protection, hand protection (gloves), and protective footwear (steel-toed rubber boots). TAMPA BAY WATER reserves the right to refuse site access to any of the CONTRACTOR'S personnel not complying with the above requirements.

14.0 STANDBY TIME

Payment for standby time will be granted only for intentional delays caused by TAMPA BAY WATER. No payment for standby time will be made for time incurred during the cementing procedure, while the cement is curing, delays caused by inclement weather, CONTRACTOR'S error, repairs to the drilling equipment or delays caused by any of the CONTRACTOR'S or Sub-Contractor's personnel.

15.0 GUARANTEE

The CONTRACTOR guarantees that the work and services to be performed under the contract and all materials and equipment furnished, used, or installed in the work shall be new and free from defects and flaws, and shall be performed and furnished in strict accordance with these specifications and contract documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and the performance test requirements of the contract shall be fulfilled. The CONTRACTOR shall repair, correct, or replace all damage to the work resulting from failures covered by the guarantee.

16.0 DESCRIPTION OF WELL EVALUATION SERVICES

16.1 Objective

This section describes the WORK required to perform well evaluations, which includes removal and reinstallation of the pump, borehole geophysical logging, downhole video survey and specific capacity test. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to perform a well evaluation. TAMPA BAY WATER staff will coordinate the

scheduling of well evaluations, and issue a WORK ORDER to the CONTRACTOR. The CONTRACTOR then is required to visit the site within the specified time frame and conduct the evaluation activities.

16.2 Well Evaluation Services

The WORK will be performed on an as-needed basis to collect more detailed information regarding the physical condition of the well and pumping equipment, and the site-specific hydrogeologic conditions.

For the purpose of bidding, assume a 16-inch diameter well with a total depth of 400 feet. A typical well evaluation will consist of the following:

- a. Mobilization to the site, which includes delivery and set up of a crane truck, temporary pump, discharge line, and other equipment necessary to perform the evaluation services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.
- d. Borehole geophysical logging as specified in Section 9, and downhole video survey as specified in Section 10.
- e. After reinstallation of the pump, an 8-hour specific capacity test shall be performed. The CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a calibrated flow meter, and a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The

discharge line shall remain in place until the completion of bacteriological clearance sampling.

- f. The well shall be disinfected with a sodium hypochlorite solution for the full depth of the well casing. Disinfecting solution shall be sprayed on the inner surface of the well casing above the water line. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall continue the disinfection process until the well passes the appropriate regulatory agency's requirements. The CONTRACTOR shall collect the required samples and deliver them to a state-certified laboratory.

16.3 Well Evaluation Procedure and Reporting Requirements

Well evaluation assignments will be authorized and issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for completion of the inspection will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the well evaluation.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each evaluation, and to receive guidance and approval for any additional well maintenance that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR. Upon completion of the well evaluation, the CONTRACTOR shall submit three (3) copies of the borehole geophysical logs, and copies of the video survey on CD-ROM or DVD, and a CD-ROM or thumb drive with the digital photographs of the pump to TAMPA BAY WATER within 5 business days following completion of the on-site well evaluation activities.

17.0 **DESCRIPTION OF WELL REHABILITATION ACTIVITIES**

17.1 General

This section describes the WORK required to perform well rehabilitation activities, including well deepening, liner installation, clearing borehole obstructions, back-plugging open boreholes, and chemical treatment. When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to perform the services listed above.

Well rehabilitation assignments will be authorized by TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the maintenance activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 20 working days from receipt of the WORK

ORDER to complete the well maintenance activities unless otherwise agreed to in writing by TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each evaluation, and to receive guidance and approval for any additional well maintenance that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR. Upon completion of the well maintenance activities, the CONTRACTOR shall submit a written activity log that includes the information stipulated in Section 2.0.

17.2 Well Deepening Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to deepen existing production wells. For the purpose of bidding, assume an existing 16-inch diameter well, cased to a depth of 130 feet, with an open borehole to 400 feet. Actual depths will be determined on a site-specific basis. Well deepening will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours prior to requiring electrical isolation of each well.

- d. A nominal 12-inch diameter borehole shall be drilled from the existing bottom of the borehole (400 feet bls) to approximately 700 feet using the reverse-air drilling method.
 1. Drilling Equipment: The CONTRACTOR shall use an approved rotary rig equipped for reverse air methods of drilling for the drilling of the open borehole. The drilling rig and any support equipment shall be maintained

and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.

2. Formation Samples: CONTRACTOR shall collect formation samples at 5-foot intervals from the existing bottom of the borehole to approximately 700 feet bls.
 3. Water Samples: Water samples will be collected every 50 feet and analyzed for the field parameters pH, conductivity and temperature. Field analyses shall be performed by the CONSULTANT.
 4. Specific Capacity Testing: A specific capacity test shall be performed at 50 foot intervals from the original borehole depth to 700 feet bls in each well during reverse-air drilling. The CONTRACTOR shall stop the reverse-air discharge until a static water level is obtained by the CONSULTANT. The reverse-air discharge shall then be run for approximately 10 to 15 minutes while the CONSULTANT measures pumping water levels. The CONTRACTOR shall provide a means of measuring the reverse-air discharge.
- e. The well shall be developed by first pumping at the highest rate obtainable until the discharged water is essentially free of suspended solids. The well shall then be alternately pumped and surged with an approved airlift pumping system to effectively agitate and clean the open borehole. The airlift system's educator pipe opening will be placed at various levels within the borehole to concentrate the development action. Pumping and surging will continue until all areas of the well yield water free of sand, cuttings and suspended solids as determined by the CONSULTANT.
- f. Perform borehole geophysical logging as specified in Section 9, and downhole video survey as specified in Section 10.
- g. An 8-hour specific capacity test shall be performed on the well. The CONTRACTOR shall furnish, install operate, maintain and remove a pumping unit capable of producing 1,500 gpm and furnish power for this unit for the duration of the pumping test. This equipment shall be installed so that the CONSULTANT has adequate access to the borehole for water level measurements. Up to 500 feet of adequately sized discharge line equipped with a diffuser to prevent erosion, and a calibrated flow meter shall be supplied and installed to direct the water discharge away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The CONTRACTOR may be directed to perform additional drilling or other work on the well if the production capacity the well is less than 100 gallons per minute per foot of drawdown (gpm/ft).

- h. After reinstallation of the pump the CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.3 Liner Installation Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to install casing liners in existing production wells. For the purpose of bidding, assume an existing 16-inch diameter well, cased to a depth of 75 feet, with an open borehole to 600 feet. Actual depths will be determined on a site-specific basis. Casing liner installation will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well or discharge pipe. After the specified testing is completed, discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. The open borehole portion of the well shall be backfilled with gravel to approximately 200 feet bls to prevent grout from entering the open borehole during

the casing installation. If the CONTRACTOR chooses, an alternate method, such as the use of baskets, may be employed to prevent the migration of grout into the borehole.

- e. The existing open borehole will be cleared from the bottom of the existing casing to approximately 200 feet bls with a 16-inch diameter drill bit. The CONTRACTOR shall use an approved rotary rig equipped for reverse air methods of drilling for enlarging the borehole. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.
- f. After the borehole has been cleared, approximately 200 feet of 12-inch diameter well casing will be aligned and inserted from approximately 200 feet bls to land surface. The casing sections shall be butt-welded in such a manner to ensure their strength and straightness. Centralizers shall be aligned and spaced around the casing at 120 degree intervals to center it within the borehole. Place centralizers 5 feet from the bottom of the casing, 5 feet from the top of the casing, and at 50-foot intervals between unless otherwise specified. Where the new 12-inch well casing overlaps the existing 16-inch well casing, attach a minimum of two sets of centralizers to the 12-inch well casing to assure proper alignment between the existing 16-inch casing and new 12-inch casing.

The casing shall be installed as near to plumb as possible. If, in the opinion of the CONSULTANT, there is reasonable doubt about the plumbness of the casing, perform a plumbness test at the CONTRACTOR's expense. If the test results indicate that the well will not meet normal performance expectations of its intended use, repair or replace the well at the CONTRACTOR's own expense.

- g. Neat cement grout shall be pumped into the annular space from the bottom up by the capped casing pressure tremie method. Place the grout in separate stages with each stage consisting of a grout volume not exceeding 200 sacks of cement (mixed at the specified ratio) unless otherwise directed. After the grout for each stage has sufficiently hardened, determine the vertical rise of grout within the annular space by obtaining a hard tag with the tremie pipe and report the result to the CONSULTANT. If the hard tag indicates that the rise of grout within the annulus is significantly less than the theoretical rise calculated for the volume of grout pumped, a variance may be requested from the Southwest Florida Water Management District (SWFWMD) to fill a portion of the annular space with gravel before continuing with grouting. If a variance is granted, furnish and place gravel to fill the annulus over the vertical interval specified in the variance. As the gravel is placed, monitor the vertical rise within the annulus with periodic hard tags. Following placement of the gravel, resume grouting. Upon completion of the final stage of grouting, do not disturb the well for at least 24 hours after the grout has thoroughly hardened.

- h. After the grout has set for a minimum of 24 hours, the open borehole shall be cleared with a nominal 12-inch diameter to the bottom of the borehole using the reverse-air drilling method.
- i. After reinstallation of the pump, an 8-hour specific capacity test shall be performed. The CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a calibrated flow meter, and a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling.
- j. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.4 Well Clearing Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to clear obstructions from existing production wells. For the purpose of bidding, assume a 16-inch diameter well production well with a total depth of 700 feet. Actual depths will be determined on a site-specific basis. Well clearing will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed the pump, motor, appurtenances, and discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. The well shall be cleared from the top of casing to total depth with a 16-inch nominal diameter drill bit.
- e. After reinstallation of the pump the CONTRACTOR shall connect up to 500 feet of temporary discharge line to the well head, equipped with a diffuser at the end to prevent erosion. The water shall be discharged away from the well to a location approved by TAMPA BAY WATER. Water must be discharged so there is no ponding water around the well and there is no erosion in the discharge area. The discharge line shall remain in place until the completion of bacteriological clearance sampling. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

17.5 Well Back-plugging Services

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to backplug existing production wells. Wells shall be abandoned in accordance with Chapter 40D-3 F.A.C. For the purpose of bidding, abandonment of existing wells shall be based on an a 12-inch diameter well, cased to a depth of 80 feet, with a total depth of 600 feet, and will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge

pipe. After the specified testing is completed, the pump, motor and appurtenances, and shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tagout). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 (two working days) hours prior to requiring electrical isolation of each well.

- d. The bottom 45 feet of the well shall be back-plugged with bentonite chips. The CONTRACTOR shall verify the depth to the top of bentonite by sounding prior to emplacement of neat cement grout. Upon verification, a five-foot grout plug shall be emplaced via tremie pipe.
- e. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.
- f. A specific capacity test will be conducted on each well after the reinstallation of the production pumping equipment. The test is expected to run approximately 2 hours.

17.6 Well Rehabilitation Chemical Treatment

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. For bidding purposed assume a 16" diameter production well with a total depth of 400 feet deep, equipped with 130 feet of casing.
- b. Removal and reinstallation of the well house (where appropriate). When the well house is removed, all electrical equipment shall be protected from the weather. Well house doors shall be aligned and swing freely when reinstalled. Any painted areas that are damaged shall be repainted as directed.
- c. Removal and reinstallation of the pump, motor and appurtenances. The CONTRACTOR shall remove the well head and pump column from the well. The physical condition of the pump shall be assessed and noted. Digital pictures of the pump equipment shall be taken and provided to TAMPA BAY WATER. Once the pump is removed, the well, pump column, and discharge piping shall be secured so that trash, dirt, debris, animals, etc., cannot enter the well, pump column, or discharge pipe. After the specified testing is completed the pump, motor, appurtenances, and discharge piping shall be reinstalled.

TAMPA BAY WATER will be responsible for electrical isolation of each well (jack pulling/lockout/tag-out). The CONTRACTOR shall notify TAMPA BAY WATER a minimum of 48 hours (two working days) prior to requiring electrical isolation of each well.

- d. Pre- and post-rehabilitation video logs shall be performed in order to visually compare the results of rehabilitation activities. Video logs shall be conducted in accordance with the specifications in Section 10.0
- e. Well casing shall be scrubbed in order to remove scale and bacteriological build up.
- f. Acid treatment will entail injection of appropriate/calculated quantities of acid at a minimum of three predetermined depths along the borehole in order to ensure the acid reaches all areas of the borehole/formation with sufficient strength to conduct the desired level of remediation.
- g. After a suitable amount of time (24 hours minimum) has been allowed for the acid to complete remediation, if the pH of the well water has not risen to a minimum of 6.5, the contractor will conduct pH adjustment.
- h. Airlifting will be conducted with steel pipe (minimum 2" diameter) and will be done at depths where the formation is deemed stable enough to handle aggressive airlifting (aggressive airlifting means "blowing the well" as opposed to "boiling it over"). Airlifting will be considered complete once the well no longer shows signs of loose bacteria and debris in the discharge water.
- i. The well shall be disinfected with a calcium hypochlorite solution for the full depth of the well casing. Chlorination shall conform to the Standard Operating Procedure for Well Chlorination issued by TAMPA BAY WATER. The CONTRACTOR shall collect the appropriate number of bacteriological samples and deliver the results to the CONSULTANT. The CONTRACTOR shall continue the disinfection process until the well passes the Florida Department of Environmental Protection's requirements.

18.0 MONITORING WELL CONSTRUCTION

18.1 General

This section describes the WORK required to construct new surficial or Upper Floridan aquifer monitoring wells.

18.2 Construction of Surficial Aquifer Monitoring Wells

For the purpose of bidding, construction of surficial aquifer monitoring wells shall be based on 4" diameter with a total depth of 30 feet with 15 feet of screen. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. The CONTRACTOR shall drill a nominal 8-inch diameter borehole to a depth of ± 30 feet using a hollow stem auger drill rig.
- c. The CONTRACTOR shall insert and align into the borehole the appropriate length of 4-inch diameter, Schedule 40 PVC casing and ± 15 feet of 4-inch diameter, Schedule 40 PVC, 0.010-inch slotted screen. The casing/screen string will extend to 3 feet above land surface. Only threaded couplings are acceptable. The screen will be filter packed with a washed, well-rounded 20/30 silica sand and emplaced by the tremie method from the bottom of the borehole to a level approximately 2 feet above the screen top. After the filter pack has settled, a 1-foot fine sand cap will be tremied in on top of the filter pack. Type I Class A cement grout will be installed by the tremie method, with bottom deflection baffle from the top of the sand cap to land surface.
- d. The well shall be developed by alternately pumped using a centrifugal pump to effectively agitate and clean the well screen area. Pumping and surging will continue until the well yields water free of sand and silt, a minimum of 2 hours.
- e. The 4-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 6-inch diameter protective steel casing shall be installed on the outside of the 4-inch PVC casing extending 42 inches above the top of the pad, and be encased into a 4-foot x 4-foot x 1-foot sloped concrete surface pad. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 6-inch diameter flanged casing top.

18.3 Construction of Shallow Upper Floridan Aquifer Monitoring Wells

For the purpose of bidding, construction of a shallow Upper Floridan aquifer monitoring well shall be based on a 6" diameter PVC well with a total depth of 200 feet with 120 feet of casing. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. The CONTRACTOR shall use an approved rotary rig equipped for mud rotary, and reverse air methods of drilling for installing the well. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a

manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER

- b. An 18-inch diameter borehole shall be drilled with mud rotary drilling from land surface until a competent clay layer is encountered (estimate 40 ft bls).
- c. The CONTRACTOR shall provide and install a 14-inch steel pit casing to this depth (40 ft bls). The annular space around the pit casing will then be filled with neat cement grout using the tremie method and the grout will be allowed to cure for an adequate period of time.
- d. Once the grout seal around the pit casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the pit casing will be drilled out, and the bore hole will be drilled using a 14-inch diameter nominal drill bit to a depth of approximately 120 ft bls. The borehole shall be drilled using the mud rotary or reverse-air method of drilling, as required.
- e. Six-inch diameter PVC well casing shall be set and grouted using a combination of pressure grouting and tremie-pipe grouting from bottom to top until grout is observed at the surface. A mixture of bentonite pellets and gravel may be required to bridge transmissive intervals. For stage-grouted sections, a minimum curing time of 8 to 10 hours will be required between lifts.
- f. Once the grout seal around the well casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the open borehole will be drilled to 200 feet below land surface with a 5 5/8-inch drill bit (or smaller upon approval from the CONSULTANT) capable of drilling through the 6-inch well casing. The borehole for the surface casing and open hole will be drilled using the reverse air method of drilling.
- g. After well completion, the open-hole interval should be developed for a minimum of four hours or until discharged water is essentially free of suspended solids (see Section 11).
- h. The 6-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 10-inch diameter protective steel casing shall be installed on the outside of the 6-inch PVC casing extending 42 inches above the top of the pad and be encased into a 3-foot x 3-foot x 1-foot sloped concrete surface pad and the well number affixed to the well cover in a permanent manner. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 10-inch diameter flanged casing top.

18.4 Construction of Deep Upper Floridan Aquifer Monitoring Wells

For the purpose of bidding, construction of an Upper Floridan aquifer monitoring well shall be based on a six-inch diameter well with a total depth of 700 feet and 670 feet of casing. Actual depths will be determined on a site-specific basis. Well construction will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services. The CONTRACTOR shall use an approved rotary rig equipped for hollow stem auger (optional), mud rotary, and reverse air methods of drilling for installing the well. The drilling rig and any support equipment shall be maintained and operated in accordance with manufacturer's recommended standards and in a manner that eliminates or minimizes down time or delays on the project(s). Additional hours on a site due to inadequate or unavailability of equipment will not be paid by TAMPA BAY WATER.
- b. A 26-inch diameter borehole shall be drilled with mud rotary drilling from land surface until a competent clay layer is encountered (estimate 40 ft bls).
- c. The CONTRACTOR shall provide and install a 20-inch steel pit casing to this depth (40 ft bls). The annular space around the pit casing will then be filled with neat cement grout using the tremie method and the grout will be allowed to cure for an adequate period of time.
- d. Once the grout seal around the pit casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the pit casing will be drilled out, and the bore hole will be drilled using an 20-inch diameter nominal drill bit until limestone of enhanced competence is encountered (estimated to be about 120 ft bls). The borehole will be drilled using the mud rotary or reverse-air method of drilling, as required.
- e. A 14-inch intermediate casing will be set to this depth. The annular space around the intermediate casing will be filled with grout by a combination of pressure grouting (initially) and tremie-pipe grouting from bottom to top until grout is observed at the land surface. The grout will be allowed to cure for at least 24 hours prior to initiating the next phase of drilling.
- f. Once the grout seal around the intermediate casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the intermediate casing will be drilled out using an 12-inch nominal diameter drill bit and the borehole advanced to the total estimated depth of 700 ft bls depending on lithology and water samples collected during drilling. The borehole shall be drilled with reverse-air rotary. Drill stem specific capacity tests shall be performed at 200 ft, 300 ft, 400, 500 ft, 600 ft and each drill rod change from 600 to 700 ft bls.
- g. Geophysical logs will then be run in accordance with Section 9 of these specifications.

- h. The lower 30 ft of the borehole will be back plugged with coarse sand or gravel (approximately 25 ft) and bentonite (approximately 5 ft) prior to the installation of 6-inch diameter well casing. The annular space around the 6-inch diameter well casing will be filled with grout by a combination of pressure grouting and tremie-pipe grouting from bottom to top until grout is observed at the surface. A mixture of bentonite pellets and gravel may be required to bridge transmissive intervals. For stage-grouted sections, a minimum curing time of 8 to 10 hours will be required between lifts.
- i. Once the grout seal around the well casing has cured adequately to the satisfaction of the CONSULTANT's field representative, the back plugged portion of the borehole will be drilled with a 5 5/8-inch drill bit (or smaller upon approval from the CONSULTANT) capable of drilling through the 6-inch well casing. The borehole for the surface casing and open hole will be drilled using the reverse air method of drilling. The open-hole interval of the deep well is proposed to be about 30-ft deep, but may be shortened or lengthened based on subsurface conditions.
- j. After well completion, the open-hole interval should be developed for a minimum of four hours or until discharged water is essentially free of suspended solids (see Section 11).
- k. The 6-inch diameter PVC casing shall extend above the top of pad approximately 40 inches. A 10-inch diameter protective steel casing shall be installed on the outside of the 6-inch PVC casing extending 42 inches above the top of the pad and be encased into a 3-foot x 3-foot x 1-foot sloped concrete surface pad and the well number affixed to the well cover in a permanent manner. The pad shall be composed of a 1:2 ratio mix of Portland cement and coarse sand with steel reinforcement. The CONTRACTOR shall provide a removable and lockable heavy-duty cover plate for the 10-inch diameter flanged casing top.

19.0 MISCELLANEOUS ACTIVITIES

19.1 Well Abandonment

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to abandon existing production wells. Wells shall be abandoned in accordance with Chapter 40D-3 F.A.C. For the purpose of bidding, abandonment of existing wells shall be based on an a 12-inch diameter well, cased to a depth of 80 feet, with a total depth of 400 feet, and will consist of the following items:

- a. The CONTRACTOR shall perform a caliper log of the well to verify total depth, casing depth, and borehole diameter.

- b. The well shall be plugged with bentonite chips from the total depth to a depth of 10 feet below the static water level (assume 20 feet below top of casing for the purpose of bidding). The CONTRACTOR shall verify the depth to the top of bentonite by sounding prior to emplacement of neat cement grout.
- c. The remainder of the well shall be plugged with neat cement grout to land surface.

19.2 Back-fill Surface Depressions

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to back-fill depressions occurring around wells. This activity will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Providing, emplacing, and compacting select fill into the depression.
- c. Smoothing the land surface to a natural grade.

19.3 Provide and Install Test Pumps

When called for under the provisions of the AGREEMENT, the CONTRACTOR shall provide all equipment, labor, maintenance and personnel to provide, install, and operate test pumps for pumping tests in production and monitoring wells. This activity will consist of the following items:

- a. Mobilization to the site, which includes delivery and set up of the equipment necessary to perform the specified services.
- b. Provide and install a 1,000 gpm submersible pump, 500 feet of temporary discharge line equipped with a diffuser, and a calibrated flow meter for testing production wells.
- c. Operate the 1,000 gpm test pump for 8 hours.
- b. Provide and install a 100 gpm submersible pump, 500 feet of temporary discharge line, and a calibrated flow meter for testing Upper Floridan aquifer monitoring wells.
- c. Operate the 100 gpm test pump for 8 hours.

19.4 Miscellaneous Services Procedure and Reporting Requirements

Miscellaneous services assignments will be authorized via facsimile issued from TAMPA BAY WATER directly to the CONTRACTOR. General information, directions to the site, and the approved time period for the activities will be indicated on this communication. TAMPA BAY WATER may, at its own discretion, require a confirmation of receipt of a WORK ORDER. The CONTRACTOR shall have 10 working days from receipt of the WORK ORDER to complete the activities unless otherwise agreed to in writing with TAMPA BAY WATER.

The CONTRACTOR will be required to communicate directly with TAMPA BAY WATER personnel to relay information pertinent to each service, and to receive guidance and approval for any additional activities that may be required. A TAMPA BAY WATER representative or CONSULTANT may inspect a work site at any time, without notification to the CONTRACTOR.



TAMPA BAY WATER

Supplying Water To The Region

[illegible]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Service Agreement with Biological Consulting for monitoring Receiving Wetland per Environmental Protection Permit (DEP) FL0020559, monitoring requirement #13 and 14

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Service Agreement and Addendum No. 1 with Biological Consulting Services, Inc. for baseline wetland monitoring as required under Florida DEP Permit FL0020559 in an amount not to exceed \$15,000.00 for a revised vendor spending authorization amount of \$50,250; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On February 17, 2015 City Council approved two service agreements with Biological Consulting Services, Inc. The first Service Agreement is for the Wellfield (Consumptive Use Permit #8595 Conditions 17 & 20,) and Reclaimed Lakes (SJRWMD Permits #4-127-86929-1 and 40-127-86929-4) in the amount of \$24,600, and a second Service Agreement for the Port Orange Mitigation Bank Hydrologic Monitoring (SJRWMD Permit 4-127-64024-2) in the amount of \$8,650. Change Order 1 to this contract provided for mitigation bank data logger repair, replacement and maintenance for \$2,000 executed by staff on April 7, 2015. The total authorized vendor expenditure is \$35,250.

This request is for new scope in a separate agreement with Biological Consulting Services, Inc. as a result of the Consent Order issued August 21, 2014 by the Florida Department of Environmental Protection (DEP). Additional biological baseline data must be established and monitoring equipment installed to satisfy permit requirements due to the installation of the outfall structure at the City's reclaimed lakes

Biological Consulting Services has submitted the attached proposed Service Agreement in the amount of \$15,000 to establish the monitoring transects, complete the field work, and to create the baseline monitoring data report (excluding water quality analysis) for permit compliance.

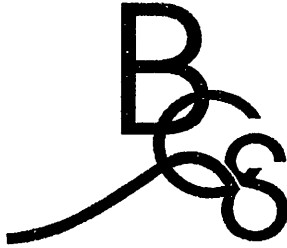
This request will increase the vendor spending authorization from \$35,250 to \$50,250 for FY15.

Project No.: EFM001 Funding Account No.: 42010005363113

ATTACHMENTS:

1.	Services Agreement	Services Agreement.pdf
----	--------------------	------------------------

Wiggins, Julia	Created/Initiated - 07/01/2015
Wilson, Rick	Approved - 07/01/2015
Neff, Andrew	Approved - 07/02/2015
Riehm, Tracey	Approved - 07/16/2015
Roberts, Margaret	Approved - 07/16/2015
Harden, David	Final Approval - 07/16/2015



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

**Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168**

and

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32119**

Project: Port Orange Reclaimed Lakes

Re: Monitoring of the Receiving Wetland as it pertains biota to satisfy the requirements of Monitoring Requirements 13 and 14 of Permit FL0020559 (Minor) issued by the Florida Department of Environmental Protection.

This AGREEMENT, entered into on _____, 2015 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called **BCS** and **City of Port Orange** hereinafter called the **CLIENT**, is for the performance of services described below in the **SCOPE OF WORK** upon **CLIENT'S** real property.

A. SCOPE OF WORK: BCS will complete the following TASKS:

1.0 Baseline Wetland Monitoring at Stations WIM-001 (MT-9), WIM-002 (MT-6) and WIM-003 (MT-8)

- 1.1 Coordinate with surveyor for re-establishing the monitoring transects in the field. Surveyor fees to re-establish monitoring transects are included in the Fees in Section B.
- 1.2 Conduct field work necessary to collect baseline monitoring data and to set up permanent photo stations. Collect baseline data at four (4) woody vegetation plots and eight (8) herbaceous vegetation plots along each transect. Trees will be flagged in the field with flagging tape and marked with a unique alphanumeric identifier. Relevant data on each tree will be collected, including species, number, indicator status, diameter-at-breast-height (DBH – stem diameter at approximately 4.5 feet above groundline) and species. Data will be provided in tabular format, along with a sketch map identifying approximate tree locations. Species, percent cover and indicator status will be recorded for each herbaceous vegetation plot. Identify fish species present (if any) at the monitoring location. Endangered and threatened species observed will be recorded.
- 1.3 Prepare a baseline monitoring summary report which will include a site description, site maps showing points of discharge, location of monitoring stations, location of photo stations, and general flow patterns in the wetland and a summary of the biological monitoring data. One copy of the Baseline Wetlands Monitoring Summary Report will be submitted to the FDEP. The City will be provided with one copy of the report along with digital copy of the report in pdf format.

BCS will need to be provided with the as-built of the discharge out of the Reclaimed Lake in digital format for exhibit preparation.

This agreement does not include any water quality analysis.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of fifteen thousand dollars (\$15,000.00).
2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1 *unless otherwise stated*.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
12. **DEPOSIT:** No deposit is required.
13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

**Wetlands Monitoring of the Receiving Wetland
With City of Port Orange
Date of Contract: July 16, 2015**

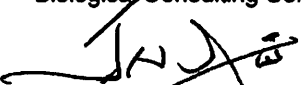
**Page 3
Re: Port Orange Reclaimed Lakes**

17. The Agreement includes the terms attached hereto as Addendum No. 1.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT
Biological Consulting Services, Inc.

CLIENT
City of Port Orange



Joe H. Young III, B.S., President
Principal Field Biologist

Authorizing Signature

Typed or Printed Name



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

OFFICE OF THE CITY ATTORNEY
Legal Dept. Telephone No. (386) 506-5525
Legal Dept. Fax No. (386) 506-5530

ADDENDUM NO. 1 July 16, 2015

1. Public Records Compliance. Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

2. 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.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Amendment to Extend the Waverly Media, LLC Contract for an Additional 60 Days

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve an amendment to extend the Waverly Media, LLC. contract for an additional 60 days and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: On April 6, 2010, the City of Port Orange entered into a five year contract with Waverly Media, LLC for bus bench advertising. The contract was extended for an additional 120 days on April 6, 2015, and is scheduled to expire on August 4, 2015. Additional time is needed because of the number of questions raised at the pre-bid conference which required revisions to the specifications. If approved, the 60 day extension would provide the additional time needed to have a new contract in place.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Extension Agreement	Waverly Media Extension Agreement.pdf
2.	Extension Agreement No. 2	Extension Agreement No. 2.pdf

Silvey, Mike
Adumuah, Branford
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 07/06/2015
Approved - 07/08/2015
Approved - 07/08/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

EXTENSION AGREEMENT

THIS EXTENSION OF AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **WAVERLY MEDIA, LLC**, a Florida limited liability corporation whose principal address is 4188 Dairy Court, Suite D, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into an Agreement on April 6, 2010 (the "Contract"); and

WHEREAS, the term of the Contract expires on April 5, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract for 120 days, as set forth in this Extension; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Contract shall be effective commencing April 6, 2015 at midnight and expiring at midnight on August 4, 2015.

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

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

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

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

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

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

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

4. Contractor Obligations. Contractor agrees to comply with all 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.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

WAVERLY MEDIA, LLC

William Stone
Printed Name: William Stone

By: Kimberly S. Was
Kimberly S. Was, Manager

Marilyn Garrett
Printed Name: MARILYN GARRETT

Date: 4/3/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

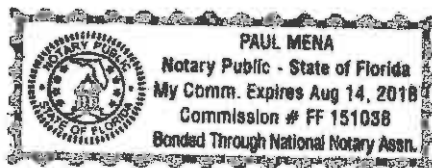
The foregoing instrument was acknowledged before me this 3rd day of APRIL, 2015, by Kimberly S. Was, as Manager of Waverly Media, LLC a Florida limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDL as identification.

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



Witnesses:

CITY OF PORT ORANGE

Printed Name: Barbara J. Abbate

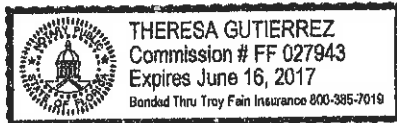
By: David T. Harden
David T. Harden, Interim City Manager

Printed Name: Theresa Gutierrez

Date: 4/8/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of April, 2015, by David T. Harden, as Interim City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



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

Witnesses:

ATTEST:

Printed Name: Barbara J. Abbate

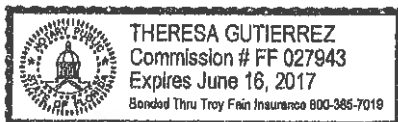
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Printed Name: Theresa Gutierrez

Date: 4/8/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of April, 2015, 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.



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

EXTENSION AGREEMENT NO. 2

THIS EXTENSION OF AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **WAVERLY MEDIA, LLC**, a Florida limited liability corporation whose principal address is 4188 Dairy Court, Suite D, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into an contract on April 6, 2010 (the "Contract") for the maintenance, installation, and replacement of bus benches located at bus stop location within the City of Port Orange as well as the advertising placed thereon; and

WHEREAS, the Parties entered into a 120 day extension on April 6, 2015 and expiring at midnight on August 4, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract for an additional period of time not to exceed 60 days, as set forth in this Extension; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Term. The term of the Contract is hereby extended. Notwithstanding the date of execution, this Contract shall be effective commencing August 4, 2015 at midnight and expiring at midnight on October 4, 2015, unless terminated earlier by the City by providing a 10-day notice of termination to the Contractor.

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

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

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

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

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

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

3. Contractor Obligations. Contractor agrees to comply with all federal, state, county, city, fire, building and land development codes, laws, ordinances and regulations, as may be amended time to time; and with applicable permits and licenses per the City Code of Ordinances.

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

5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

WAVERLY MEDIA, LLC

By: _____
Kimberly S. Was, Manager

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kimberly S. Was, as Manager of Waverly Media, 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: _____
David T. Harden, Interim City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by David T. Harden, as Interim City Manager 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 _____, 2015, 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:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Gym Scoreboard purchase

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to increase authorized spending with Daktronics to \$37,000.

SUMMARY: Some time ago Parks & Recreation purchased a scoreboard from Daktronics for the baseball field with the expectation that it would be the only scoreboard purchased during FY15. Recently PAL donated money and entered into a contract for the funds to be used to replace the gym scoreboards. After receiving three quotes for the scoreboards Daktronics gave the low quote of \$11,455.00 for three scoreboards. Therefore, we will exceed our \$25,000 spending authority with this vendor. Total spending for FY 15 with this vendor is estimated not to exceed \$37,000.

Project No.: QPC045 Funding Account No.: 001-4400-572.64-00

ATTACHMENTS:

1.	Daktronics quote	daktronicsgym.pdf
2.	BSN quote	BSNgym.pdf
3.	Sportable Scoreboards quote	sportablegym.pdf
4.	Amendment No. 1	Amendment No 1.pdf

Lovallo, Susan
Lovallo, Susan
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/07/2015
Approved - 07/07/2015
Approved - 07/16/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

DAKTRONICS QUOTE # 545756-1-2

City of Port Orange
Jennifer Sisk
1000 City Center Cir
Port Orange, FL USA 32129
Phone: (386)506-5937
Fax:
Email: jsisk@port-orange.org

2/Jul/2015
Quote valid for: 90 days
Terms: Net 30 with Purchase Order
FOB: DAKTRONICS
Delivery: Call for Production Time

Reference: Basketball

Item No.	Model	Description	Qty	Price
1	BB-2105-AR-PV	Tuff Sport® PanaView® Basketball Scoreboard; Scoreboard Color: Black; Caption Color: White Cabinet Dimensions: 4' 0" H X 10' 0" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Max Power: 200 watts/display Weight: Unpackaged 130 lbs per display; Packaged 150 lbs per display	3	\$11,455.00
	Stripe; Indoor	Indoor Scoreboard Border Stripe; Color: White	3	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	3	
	0A-1196-0039	Battery power option for radio controlled All Sport® consoles	3	
	Indoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	3	
	Radio Receiver	Frequency of 2.4 GHz	3	
	FREIGHT	Shipping to site	1	
Services				
2	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

Total Price Excluding Sales Tax: \$11,455.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD2481855 for BB-2105-AR-PV, SL-03991 for AS-5010 Kit, SL-04370 for Indoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Exclusions:

- | | |
|--|------------------------------------|
| - Electrical Installation | - Physical/Mechanical Installation |
| - Structure | - Foundation |
| - Power | - Hoist |
| - Technical Support/Installation Support | - Engineering Certification |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 545756-1 Rev 2 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.



Jeff Lyle
PHONE:
FAX:
EMAIL: Jeff.Lyle@daktronics.com



Andy Kompelien
PHONE: 605-692-0200
FAX:
EMAIL: Andrew.Kompelien@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale	www.daktronics.com/terms_conditions/SL-02375.pdf
SL-02374 Standard Warranty and Limitation of Seller's Liability	www.daktronics.com/terms_conditions/SL-02374.pdf
SL-07862 Software License Agreement	www.daktronics.com/terms_conditions/SL-07862.pdf
SL-04116 Graphic File Standards	www.daktronics.com/terms_conditions/SL-04116.pdf

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title



DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Cameron Ratcliff Email: cratcliff@bsnsports.com | Phone:

Sold to
1061277
CITY OF PORT ORANGE
Attn: Jennifer Sisk
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Ship To
1061277
CITY OF PORT ORANGE
Attn: Jennifer Sisk
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Payer
1061277
CITY OF PORT ORANGE
Attn: Jennifer Sisk
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Quote

Quote #: 20727584
Purchase Order #: jennifer 3 score wo insta
Cart Name:
Quote Date: 07/01/2015
Quote Valid-to: 08/01/2015
Payment Terms: NT30
Ship Via:
Ordered By:

Item Description	Qty	Unit Price	Total
Basketball Scoreboard 10'x4'x8" Item # - NSPHG	3 EA	\$ 4,009.99	\$ 12,029.97
WIRELESS REMOTE CONTROL #1 Item # - MSBREM1	3 EA	\$ 1,103.99	\$ 3,311.97
INTERNAL POWER PACK Item # - MSBPP4	3 EA	\$ 114.99	\$ 344.97

Subtotal:	\$15,686.91
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$15,686.91
Payment/Credit Applied:	\$0.00
Order Total:	\$15,686.91

Attn. Jennifer Sisk

Quote is valid for 30 days.

+

*** PRICING PER U.S. COMMUNITIES CONTRACT 10-JLH-001. ***

+

FREE SHIPPING .

+

+

Quotation Notes:

- 15" digits / 2" dots

- Approximate lead time prior to shipping is 3 weeks.

- LED Lighting



The Leader In Scoreboard Technology

106 Max Hurt Drive
Murray, Kentucky 42071
TOLL-FREE: **800-323-7745**
FAX: **270-759-4112**
www.sportablescoreboards.com

Quotation

Date: 7/2/2015
Quote Number: 83863-5
Prepared By: Ashley Pugh
Notes: 3 2230 4x10 scoreboards with double bonus, optional wireless remote, optional internal battery, 10 year warranty, and 15% off promo with half priced wireless valid until 7/30/15.

Customer: CITY OF PORT ORANGE
Address: 1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129-4144
Phone: 3865065937
Fax:
Email: jsisk@port-orange.org
Contact: Jennifer Sisk

Model	Description	Qty	Unit Price	Ext. Price
2230DB-4X10	BASKETBALL 4' X 10' DOUBLE BONUS	3	\$3,675.00	\$11,025.00
CUSTOM COLOR	ORANGE	3	\$650.00	\$1,950.00
SCOREBOARD LETTERING	WHITE	3	\$0.00	\$0.00
SCOREBOARD TRIM	WHITE	3	\$0.00	\$0.00
WC2400-11ARTNP	LCD WIRELESS NEW PLATFORM 1TX 1RX	3	\$995.00	\$2,985.00
POWERPACK4000	INTERNAL BATTERY PACK LCD	3	\$95.00	\$285.00
10YRWAR	WARRANTY 10 YEAR	3	\$0.00	\$0.00
PROMO DISCOUNT	DISCOUNT FOR WIRELESS WITH LCD KEYBOARD	3	(\$497.50)	(\$1,492.50)
Subtotal:				\$14,752.50
Discount:				\$2,212.88
Total:				\$12,539.63

Shipping:	\$958.96
Sales Tax:	\$0.00
Quote Total:	\$13,498.59

Thank you for the opportunity to quote on your project! If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call.

Sincerely,

Ashley Pugh
Sales Associate
ashleypugh@scoreboard1.com
800-323-7745 ext. 135

Quote valid for 30 days. Installation and electrical work not included. Visa. Mastercard. American Express and

AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES

THIS AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **DAKTRONICS, INC.**, a foreign profit corporation registered to transact business in Florida, whose principal address is 201 Daktronics Drive, Brookings, South Dakota 57006 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on June 8, 2015 for \$15,209.00 to provide and install baseball/softball scoreboard at Spruce Creek Park (collectively the "Contract"); and

WHEREAS, the Contract provides for a term commencing on June 8, 2015 and continuing until September 30, 2015; and

WHEREAS, the parties desire to amend the scope of services provided under the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Contractor Obligations:** Contractor hereby agrees to provide three (3) Basketball Scoreboards at the City Center Gym, more specifically described in Daktronics, Inc. Quote No. 545756-1-2 dated July 2, 2015, attached hereto as Exhibit "1" to the City of Port Orange.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1", subject to a limit up to but not to exceed Eleven Thousand, Four Hundred Fifty-Five and 00/100 Dollars (\$11,455.00) subject to approval by 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. Total services with Daktronics for Fiscal Year 2015 shall not exceed Twenty-Six Thousand Six Hundred Sixty-Four and 00/100 Dollars (\$26,664.00).

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

DAKTRONICS, INC.

Printed Name: _____

By: _____
Reece A. Kurtenbach, President

Printed Name: _____

Date: _____

STATE OF SOUTH DAKOTA
COUNTY OF BROOKINGS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Reece A. Kurtenbach, President, as President of Daktronics, Inc., a foreign profit 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 South Dakota
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Allen Green, Mayor

Attest:

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA4813]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Extension of Piggy-Back on Volusia County Agreement with Universal Towing

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve the recommended extension and authorize the City Manager to execute the extension on behalf of the City of Port Orange.

SUMMARY: Staff recommends an extension to the existing piggy-back agreement with Universal Towing to allow for further review and analysis of recent wrecker services bid and the responses thereto. We recommend that the current agreement be extended from August 10th to November 10th, unless terminated earlier by the City upon award of the new wrecker services contract.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Extension Agreement	Extension Agreement.pdf
2.	Universal Towing, Inc. Piggyback Agreement	Universal Towing Inc Piggyback Agreement.pdf

Jones, Matthew
Monahan, Gerald
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/14/2015
Approved - 07/14/2015
Approved - 07/15/2015
Approved - 07/16/2015
Final Approval - 07/16/2015

EXTENSION AGREEMENT

THIS EXTENSION OF AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **UNIVERSAL TOWING, INC.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 1st day of August 2011, Contractor entered into Volusia County Sheriff's Office Wrecker Company Agreement with the Volusia County Sherriff's Office, pursuant to Solicitation No. 11-B-92VO (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on August 10, 2011 and continuing until August 10, 2014 with two (2) optional one (1) year renewals; and

WHEREAS, the first one (1) year renewal option of the Volusia County Agreement is set to expire on August 10, 2015; and

WHEREAS, the Volusia County Council is tentatively scheduled for consideration of the second one (1) year renewal option, extending the term through December 31, 2016, on Thursday, August 6, 2015; and

WHEREAS, the Parties entered into a Piggyback Agreement on February 24, 2015 (the "Contract") for the towing and storage, when required, of motor vehicles and trailers from public or private property; and

WHEREAS, the Contract provided a term commencing on March 1, 2015 and continuing until August 10, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract for an additional period of time not to exceed 90 days, as set forth in this Extension; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Contract shall be effective commencing August 10, 2015 at midnight and expiring at midnight on November 10, 2015, unless terminated earlier by the City by providing a 10-day notice of termination to the Contractor.

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

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

UNIVERSAL TOWING, INC.

Printed Name: _____

By: _____

Laurie A. Campagnuolo, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Laurie A. Campagnuolo, as President of Universal Towing, Inc. a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
David T. Harden, Interim City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by David T. Harden, as Interim City Manager 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 _____, 2015, 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:



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 24th day of February, 2015, 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 **UNIVERSAL TOWING, INC.** ("Contractor"), a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, on the 1st day of August, 2011, Contractor entered into Volusia County Sheriff's Office Wrecker Company Agreement with the Volusia County Sheriff's Office, pursuant to Solicitation No. 11-B-92VO (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on August 10, 2011 and continuing until August 10, 2014 with two (2) optional one (1) year renewals; and

WHEREAS, by letter dated February 13, 2015, Contractor agrees to honor the terms of the Volusia County Agreement for towing and storage services for the City as set forth herein; and

WHEREAS, by letter dated February 16, 2015 from Sheriff Ben F. Johnson, the Volusia County Sheriff's Office does not oppose the piggyback by the City of the Volusia County Agreement; and

WHEREAS, the Volusia County Agreement, Volusia County Solicitation No. 11-B-92VO, and the letters of authorization are attached hereto as Exhibit "1"; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange and has authorized the City Manager to execute this Contract.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notwithstanding the date of execution by the City and Contractor, the initial term of this Agreement shall be effective commencing on March 1, 2015 and continuing until such time as the City can prepare a bid package for wrecker services, send out for bid, and award a wrecker agreement to the successful bidder, but shall not exceed August 10, 2015. The City reserves the right to terminate this Agreement upon ten (10) days' written notice of termination to Contractor.
2. Contractor agrees to provide services to the City for the towing and storage, when required, of motor vehicles and trailers from public or private property as set forth in the Volusia County Agreement pursuant to periodic authorization by a representative of the Port Orange Police Department.
3. Beginning March 1, 2015, on or before the 1st day of each month the Contractor shall provide a written report to the Port Orange Police Department, attention Gerald M. Monahan, Jr., identifying the date and identity of each vehicle towed in the prior calendar month pursuant to this Agreement.
4. Contractor shall pay to the City of Port Orange a fee in the amount of \$50.00 for each tow as described herein.

5. The City shall invoice the Contractor quarterly. This invoice shall indicate the number of tows for each month of the quarter, the tows for the entire quarter, and the amount owed by the Contractor to the City based on a rate of \$50.00 per tow.

6. The Contractor shall remit to the City the total fee amount no later than fifteen (15) days from the date of invoice. Failure of the Contractor to remit the the appropriate fee amount within the time allotted shall be grounds to terminate this Agreement.

7. For purposes of this Agreement, any reference in the Volusia County Agreement to "Volusia County," "Volusia County Sheriff's Office" or "Sheriff" shall be construed to mean the "City of Port Orange."

8. Payments shall be directed to the City of Port Orange, Finance Department Accounts Receivable, 1000 City Center Circle, Port Orange, Florida 32129.

9. Notices in connenction with this agreement, shall be directed as follows:

City: City of Port Orange
Attention: David T. Harden, Interim City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: Port Orange Police Department
Attention: Gerald M. Monahan, Jr., Chief of Police
4545 Clyde Morris Boulevard
Port Orange, Florida 32129
(386) 506-5800

Contractor: Universal Towing, Inc.
Attention: Fred Campagnuolo, Vice President
542 LPGA Boulevard
Holly Hill, Florida 32117
(386) 257-3020 – business

10. Disputes shall be resolved by the Finance Director, who shall decide disputes with respect to this Agreement in the first instance and shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Finance Director 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 in Volusia County, Florida, as fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not to be supported by any competent and substantial evidence. Pending a final determination of a properly appealed decision of the Fiance Director, the City Manager, and the City Council, Contractor shall proceed diligently with the performance of the Agreement in accordance with that decision.

11. This Agreeemnt shall be construed pursuant to the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the courts of Volusia County, Florida.

12. In the event of any conflict between the Volusia County Agreement and this Agreement, this Agreement with the City of Port Orange shall control.

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

14. 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]

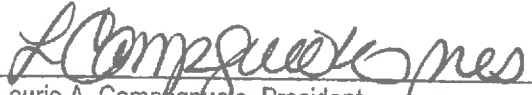
In witness whereof the Parties have executed this Agreement on the dates set for hereinafter.

Witnesses:

UNIVERSAL TOWING, INC.


Printed Name: FRED Campagnuolo


Printed Name: Bruce Bevell

By: 
Laurie A. Campagnuolo, President

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

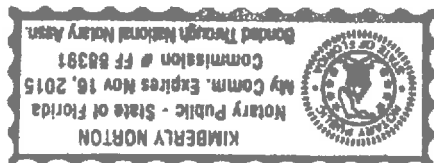
Date: 2/23/15

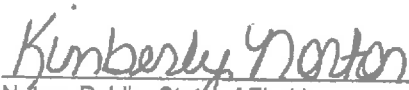
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of February, 2015, by Laurie A. Campagnuolo, as President of Universal Towing, Inc., a Florida corporation, and who:

[Notary: Please select one]

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




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

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: David T. Harden
David T. Harden, City Manager

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: 2/24/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Feb, 2015, by David T. Harden, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

Theresa Gutierrez
Printed Name: Theresa Gutierrez

ATTEST:

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

Karen Mead
Printed Name: Karen Mead

Date: 2/24/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Feb, 2015, 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.



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

[CA 4743]

July 21, 2011		AGENDA ITEM		Item 23
☐ Ordinance		☐ Resolution		☐ Budget Resolution
☒ Other				
Department: Sheriffs Office		File Number: VC-1309286474543-A		
Division: Administration				
Subject: Wrecker services for non-consensual and trespass towing for sheriff's office and beach safety, zones 2 and 3.				
Account Number(s): N/A N/A for \$0.00				
Total Item Budget: N/A				
Staff Contact(s): Laura Bounds Phone: 386-736-5961 ext. 2108				
Summary/Highlights: The county received bids for non-consensual and trespass towing for the sheriff's office and the beach safety division. The persons being towed are responsible for the payment of the tow directly to the vendor. This bid was issued for three county zones as follows: Zone 1 - West side Zone 2 - East of the high voltage power line and north of the center line of U.S. 92 Zone 3 - That part east of the high voltage power line and south of the center line of U.S. 92. Zone 1 is currently being re-bid. Staff recommends award to Universal Towing, Holly Hill, Florida, as the primary in zones 2 and 3. Staff recommends backup in zone 2 to				
Recommended Motion: Approval.				
Bill Lee Proxy for Ben Johnson Director Sheriffs Office  Jeaniene Jennings Director Purchasing No Signature Present	OMB Approved as to Budget Requirements	Legal  Approved as to Form and Legality	Charlene Weaver County Manager's Office  Approved Agenda Item For: July 21, 2011	
Council Action: ☒ Approved as Recommended ☐ Approved With Modifications ☐ Disapproved ☐ Continued Date:		Modification: Return to Vlad Opreanu @ X16624 RECEIVED JUL 29 2011 COUNTY OF VOLUSIA COUNTY MANAGER'S OFFICE		

VOLUSIA COUNTY SHERIFF'S OFFICE WRECKER COMPANY AGREEMENT

DATE: 7/21/11

COMPANY NAME: Universal Towing

STREET ADDRESS: 542 LPGA Blvd

CITY/STATE: Holly Hill, Florida 32117

OWNER/OPERATOR: Fred Campagnuolo

DAY PHONE (386) 255-0203

NIGHT PHONE (386) 527-1771

VOLUSIA COUNTY OCCUPATIONAL LICENSE NUMBER:

200102050019 and 200805070002

THIS AGREEMENT entered into this 1 day of AUGUST, 20 11, by and between the Volusia County Sheriff's Office and Universal Towing Inc hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH:

SERVICES TO BE PERFORMED BY TOWING COMPANY

The Towing Company shall perform the following services:

1. The Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the wrecker company's contracted zone when so authorized by a representative of the Sheriff's Office, at a rate not greater than the applicable maximum rates specified herein. This agreement shall cover Zone 2 and Zone 3, as shown on Exhibit "A". In addition, the Sheriff may direct the contractor to provide services outside Zone 2 and Zone 3 in exceptional circumstances. The Sheriff shall have the sole discretion to determine what constitutes "exceptional circumstances."
2. When authorized by a representative of the Sheriff's Office, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of applicable codes or ordinances of the County of Volusia covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, applicable sections of the Unified Beach Code, or which is otherwise impounded or required to be moved by or at the direction of a Law Enforcement Officer, from the point of origin to the place of business of the Towing Company; and at a rate not greater than the applicable maximum rate specified herein,

location within Volusia County, as designated by the owner, other than the place of business of the Towing Company.

3. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that Towing Company personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within Volusia County within thirty (30) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within forty-five (45) minutes.
4. Upon request, the Towing Company shall provide the Volusia County Sheriff's Office with reasonable assistance in the examination of vehicles. Such assistance shall include the availability and use of a wrecker and a hydraulic or crank lift at the storage site for the moving of vehicles to be examined by officials of the Sheriff's Office. For the examination of vehicles not located at the storage site the Towing Company shall provide the use of a wrecker capable of lifting the front or rear of a vehicle sufficient to examine the undercarriage of the vehicle.

TERM

1. The term of this agreement shall be for an initial three (3) year term with two (2) one (1) year renewals optional, beginning on August 10, 2011, and ending on August 10, 2014.
2. It is further understood by the parties to this agreement that in the event the Towing Company is unable to respond to a call during the term of this contract with one of its own wreckers, the Towing Company will immediately notify Central Communications that it is unable to respond. At that time the backup or secondary Towing Company will be called. The Towing Company shall not contract or sub-contract with another Towing Company to perform tows based upon its inability to respond. This prohibition shall not apply to a contractual relationship with another Towing Company to provide Class C or Class D tows as set forth in Section 4A and Section 11A.

PAYMENT OF FEES

1. Towing Company shall pay to the Volusia County Sheriff's Office a fee in the amount of \$50.00 in Zone 3 for each tow as described in Section 4A.
2. The Volusia County Sheriff's Office shall invoice the Towing Company quarterly. This invoice shall indicate the number of tows for each month of the quarter, the tows for the entire quarter, and the amount owed by the Towing Company. This shall be computed by multiplying the number of tows for the quarter by the fee for the appropriate zone.
3. The Towing Company shall remit to the Volusia County Sheriff's Office the total fee amount no later than fifteen (15) days from date of invoice. Failure of the Towing Company to remit the appropriate fee amount within the time allotted shall be grounds, at the discretion of the Sheriff's Office, to terminate the contract.

4. Disagreements concerning the number of tows during any period shall be resolved by a representative of the Towing Company and the Special Services Commander or his designee.

RATE CHARGED OWNERS per County Ordinance #2002-20 Article IV Section 118

1. The Towing Company shall post a menu of the company's rates and charges hereunder. This information must be on a sign that has letters at least two (2) inches high on a background no smaller than two (2) feet by three (3) feet. The Sheriff must approve the sign and its contents, and the Towing Company shall post a sign twenty-four (24) hours per day, seven (7) days per week in a conspicuous place at the Towing Company's place of business.

In consideration for the services to be provided by the Towing Company under the terms of this agreement, the Towing Company may charge the owner/operator of the vehicle being towed or stored the rates listed below, provided that:

- A. The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the Sheriff's Office shall be:

1) *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

- a. Trespass tow (flat rate).....\$125.00
- b. Nonconsensual tow\$125.00
- c. Nonconsensual tow, per mile over initial ten miles, per full extra mile
.....\$3.00
- d. Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute
block\$25.00
- e. Trespass or nonconsensual tow daily storage per day, inside storage
.....\$25.00
- f. Immobilization.....\$75.00
- g. Outside storage, per day.....\$20.00

2) *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

- a. Trespass tow (flat rate).....\$250.00
- b. Nonconsensual tow\$250.00
- c. Nonconsensual tow, per mile over initial ten miles, per full extra mile
.....\$4.00
- d. Nonconsensual tow, time beyond initial 30 minutes at scene, per
15-minute block\$50.00
- e. Trespass or nonconsensual tow daily storage per day, inside storage
.....\$30.00
- f. Immobilization.....\$75.00
- g. Outside storage, per day.....\$25.00

3) *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

- a. Trespass tow (flat rate).....\$375.00
- b. Nonconsensual tow\$375.00
- c. Nonconsensual tow, per mile over initial 10 miles, per full extra mile
.....\$5.00
- d. Nonconsensual tow, time beyond initial 30 minutes at scene, per
15-minute block\$75.00
- e. Trespass or nonconsensual tow daily storage per day, inside storage
.....\$60.00
- f. Outside storage, per day..... \$55.00

4) *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds)*

- a. Trespass tow (flat rate)\$500.00
- b. Nonconsensual tow \$500.00
- c. Nonconsensual tow, per mile over initial 10 miles, per full extra mile
.....\$6.00
- d. Nonconsensual tow, time beyond initial 30 minutes at scene, per
15-minute block\$100.00
- e. Trespass or nonconsensual tow daily storage per day, inside storage
.....\$60.00
- f. Outside storage, per day.....\$55.00

(a) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

(b) The maximum rates established in subsection A, above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:

(1) Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;

(2) Time spent at the scene of the tow, other than those specified in the rate schedule;

(3) Release fees during normal business hours (Monday--Friday, 8:00 a.m.--6:00 p.m.);

(4) Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;

- (5) Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
- (6) Fuel surcharge fees;
- (7) Storage for the first six hours.
- (c) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein. Storage fees as set forth above may be assessed after the initial six-hour period based on calendar day increments. An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.
- (d) An after-hours (Monday--Friday, 6:00 p.m.--8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- (e) The maximum fees set forth herein may be changed from time to time by a resolution adopted by the county council.
- (f) The Towing Company shall not assess two (2) charges or any additional fees when a towed vehicle is pulling another smaller vehicle (e.g., wood chipper, utility trailer, etc.), provided the second vehicle may be safely towed in its normal manner without being disconnected.
- (g) Clean-Up Charges:
 - (1) Towing Company shall at no cost to the County of Volusia or the Volusia County Sheriff's Office clean up all debris off the public streets, ways, sidewalks, parks, avenues, and property of the County, and remove the same to a proper place away from the crash scene.
 - (2) Towing Company shall not charge the owner of the vehicle being towed for clean up.
- (h) Administrative Fee

- (1) An Administrative Fee for compliance with statutory notice requirements may be charged after the first forty eight (48) hours so long as the wrecker service has actually complied with requirements of F.S. 713.78, including execution and mailing of the lien notice. This fee must be based on actual costs for such compliance and shall be itemized.
 - (2) No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided under this agreement. If the contractor shall assess or collect any other fees, expenses, charges, or costs not authorized under this agreement, including, but not limited to, fees for administrative functions, yard fees, access fees, registration checks, etc., the Sheriff shall have good cause to terminate this agreement.
 - (3) If a vehicle owner, or other person entitled to possession of a towed and/or stored vehicle seeks to claim the vehicle from the Towing Company, the Towing Company shall provide him/her with an itemized statement, including any Administrative fees, of all applicable charges in every case where fees are due.
- B. The County of Volusia and the Volusia County Sheriff's Office shall not be liable in the event of non-payment by the owner of the vehicle being towed.
- C. The Towing Company agrees to tow abandoned or junked vehicles, and the Sheriff's Office shall surrender all salvage rights to the vehicle to the Towing Company and shall retain no liens upon the vehicle.

2. INNOCENT OWNER

- A. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Sheriff or his designee shall identify these vehicles to the Towing Company. An "Innocent Owner" is an owner or other person authorized to possess the vehicle who is not the perpetrator of a crime or civil infraction. "Innocent Owner" vehicles include, but are not limited to, the following:
- 1) Recovered stolen vehicles;
 - 2) Vehicles that are seized for forensic testing (i.e., sexual batteries, abductions, homicides, etc.) when the owner/operator was not the perpetrator;
 - 3) Vehicles damaged by stop-sticks when the owner/operator of the vehicle was not the intended target;
 - 4) Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/operator was not involved.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the Sheriff or his designee to have been stolen by an immediate family member, where it is reasonably believed that the vehicle was exchanged by the owner/operator for illegal controlled substances, or where the vehicle is used in the commission of a crime, and the suspect is operating the vehicle with the implied or actual consent of the owner.

- B. If a victim meets the definition of an "Innocent Owner" and has no insurance or has a deductible of seventy-five (\$75.00) dollars or more, the Towing Company shall charge the "Innocent Owner" a fee not to exceed seventy-five (\$75.00) dollars. The Towing Company can charge additional costs to the "Innocent Owner's" insurance carrier or to some other insurance company who is liable for those costs, but in no event will the "Innocent Owner" be responsible to pay more than seventy-five (\$75.00) dollars out of pocket for the cost of towing and the first seventy-two (72) hours of storage. The rate for subsequent storage shall be as stated in Section 3 (Rate Charged Owners). The "per tow" fee shall not apply to "Innocent Owner" tows.

3. PROHIBITED CHARGES

- A. Charges for "waiting time" are expressly prohibited when providing services pursuant to this agreement.
- B. The services called for in Section 1 of this agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle whenever the Sheriff's Office determines that the vehicle was towed in error at the request of the Sheriff's Office; the Sheriff's Office shall have responsibility to pay the tow fees.

4. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company under the terms of this agreement, the Sheriff's Office hereby grants the Towing Company all salvage rights that may be provided by law on any vehicle which may be towed pursuant to this agreement, excluding those vehicles seized and held for possible forfeiture by the Sheriff's Office.

5. STORAGE FACILITIES

- A. The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable building and zoning regulations. This primary storage facility shall be located within Volusia County and within the contracted zone. The Towing Company shall have an employee on duty twenty-four (24) hours a day, seven (7) days a week, including holidays, who can respond to the storage facility within 30 (thirty) minutes. Each towing service shall staff or monitor its telephone at all times and immediately advise any vehicle owner or authorized representative who calls by phone the following:

- 1) The storage site to which the vehicle was towed.

- 2) The time the vehicle was towed or removed.
 - 3) The make, model, year, color, vehicle identification number (VIN), and license plate number of the vehicle.
 - 4) The obtained event number assigned to the trespass tow at the time of the reporting from the Volusia County Sheriff's Office.
- B. Secondary storage facilities may be maintained, but shall store only those vehicles the wrecker company has possessed for more than 30 (thirty) days. When summoned, Towing Company personnel must be able to respond to a secondary storage facility within 30 (thirty) minutes. Such secondary storage facility must be located within Volusia County and must be completely fenced and secured when not staffed by Towing Company personnel.
- C. Said storage facilities, primary or secondary, shall be subject to inspection and shall be approved by the Sheriff's Office. Storage facilities shall be subject to periodic inspections at any time during the term of this agreement when deemed necessary by the Sheriff's Office to insure compliance with this agreement. Notice of any discrepancies or deficiencies in compliance with this agreement found by the Sheriff's Office shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in compliance, action may be taken by the Sheriff's Office pursuant to paragraph 22 of this agreement.

6. INVESTIGATIVE HOLD

Vehicles which have been marked "hold" for investigative purposes by the Sheriff's Office shall be held at the storage facility, unless otherwise indicated, for whatever time necessary to properly process the vehicle and finish the investigation. Personnel of the Sheriff's Office shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and/or damage.

7. SHERIFF'S AND BEACH PATROL VEHICLES

- A. If a vehicle owned, leased, rented, or operated, etc., by the Sheriff or Beach Services needs to be towed for any reason whatsoever, the Towing Company agrees to tow the vehicle from any area in Volusia County, or from any area within a ten (10) mile radius of the Volusia County line at no cost to the County. Only the mileage charge listed for class "A" vehicles may be charged for that portion of any tow occurring outside a ten (10) mile radius of the Volusia County line.
- B. The Towing Company shall provide assistance in changing tires to any sworn Sheriff's Office personnel operating a vehicle owned, leased, rented or operated

pursuant to that person's duties as a Deputy Sheriff. This service shall be limited to changing of a flat or damaged tire and replacing the removed tire and wheel into the trunk of the vehicle.

- C. The Towing Company further agrees to tow a vehicle from his/her place of business to another location designated by the County and to return said vehicle to the Towing Company's place of business. This shall be done when the County has a need for special equipment (e.g., vehicle lift), and the contractor does not have such equipment at his/her place of business.
- D. The County may use a towing service outside of this contract when the vehicle to be towed is under new vehicle warranty and the dealer designates a towing service to be used during said warranty.
- E. The Towing Company shall tow all vehicles seized by the Sheriff for forfeiture to the Sheriff's Evidence Facility at no cost to the Sheriff. For purposes of this contract, vehicles seized for forfeiture shall be considered owned by the Sheriff.
- F. Vehicles towed for evidence processing shall be towed to the Sheriff's Evidence Facility. The Sheriff shall pay the Towing Company a flat rate of fifty (\$50.00) dollars for each such tow.

8. TOWING COMPANY - REQUIRED EQUIPMENT

- A. The Towing Company shall, during the term of this agreement, own a minimum of six (6) wreckers to provide the services called for by this agreement. The wreckers must include:
 - 1) One Class "A" wrecker with dual wheels 4x4.
 - 2) One Class "B" wrecker.
 - 3) Two rollback carriers.
 - 4) One Class "D" wrecker or contracted access to a Class "D" within one hour of request.
 - 5) One Lowboy or Landau or contracted access to vehicle within 1 hour of request.

The Towing Company shall submit current registration paperwork for all vehicles requested. Vehicles that are classified owned or contracted must be submitted with registration and the binding contract allowing vendor usage of the vehicle. Wrecker classification shall be as defined in the most recent Volusia County Sheriff's Office RULES AND REGULATIONS FOR WRECKER COMPANIES. Said wreckers shall be of recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this

agreement, without damage to such vehicles and without undue interference with the flow of traffic.

- B. All provisions of the Volusia County Sheriff's Office RULES AND REGULATIONS FOR CONTRACTED WRECKER COMPANIES are hereby incorporated into this agreement and are a part of this agreement. The Towing Company shall comply with the provisions of said rules and regulations and this agreement at all times.
- C. If the Towing Company's equipment is inadequate or insufficient to handle a particular call for service, the Towing Company shall obtain the use of adequate or sufficient equipment. The fee schedule included herein shall apply.

9. TOWING COMPANY- PERSONNEL

- A. No owner, partner, driver, or agent of the Towing Company shall have been:
 - 1) Convicted of any felony when the person's civil rights have not been restored;
 - 2) Convicted of any felony or first degree misdemeanor directly related to the business of operating a wrecker, regardless of whether civil rights have been restored.
 - 3) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired; or driving with an unlawful blood alcohol level; or of any criminal traffic offense.
 - 4) The burden of establishing a subject's eligibility rests with the Towing Company.
- B. All wrecker drivers employed by the Towing Company shall possess a current valid Florida Commercial Driver's License.
- C. The Sheriff maintains the right to conduct criminal background checks on all officers, owners, managers, general employees and drivers. Upon recommendation of award the contractor shall provide a list of all such individuals, along with their dates of birth and social security numbers, to the Sheriff. Additionally, the name, date of birth, and social security number of any new employee hired subsequent to the date of this contract shall be provided to the Sheriff no later than five business days after their employment. The Sheriff reserves the right to prohibit any of the above-listed individuals from providing services hereunder at the sole discretion of the Sheriff.

10. RADIO COMMUNICATIONS

The Towing Company shall provide a two-way radio communication system between their office and all tow trucks operated by the Towing Company, and said system

shall be properly licensed and approved by the Federal Communications Commission. Citizens Band Radio DOES NOT meet this requirement. In the alternative, the Towing Company may elect to use mobile cellular telephones for primary two-way communications between the office and its wreckers.

11. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity to contact any wrecker service or Towing Company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. This determination shall be made by the Law Enforcement Officer at the scene. The owner or person in possession of the vehicle shall have the option of having the vehicle towed to any location other than the storage facility of the Towing Company.

12. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed, or endorse their inventory prepared by the Law Enforcement Officer in charge.

13. PERSONAL PROPERTY IN VEHICLES

- A. To the extent provided by law, the Towing Company shall be liable for damage or loss to vehicle accessories and personal property left in towed vehicles.
- B. At owner's request, the Towing Company shall release all personal property left in the towed and/or stored vehicle, whether or not applicable fees have been paid. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for same.
- C. All such personal property shall be returned at once, unless otherwise directed by the Sheriff's Office, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right of possession. A person other than the owner must produce written authorization in the form of a signed and notarized statement, Power of Attorney, or Letters of Administration authorizing that person to take custody of personal property. The Towing Company shall be allowed to copy any such authorization presented.

14. RELEASE OF VEHICLES

- A. The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner or person entitled to possession of the vehicle. Any vehicle which has been marked "HOLD" by the Sheriff's Office shall not be released without prior authorization from the Sheriff's Office. The Towing Company shall require proper proof of ownership or right of possession before

releasing a vehicle, and the owner of the vehicle shall sign a receipt acknowledging acceptance of vehicle to the Towing Company.

- B. A person other than the owner must produce written authorization in the form of a signed and notarized statement, Power of Attorney, or Letters of Administration authorizing that person to take custody of the vehicle. The Towing Company shall be allowed to copy any such authorization presented.
- C. The Towing Company shall allow any owner of record, bona fide lienholder of record, or any authorized person the opportunity to inspect any vehicle prior to release without requiring a deposit or payoff.
- D. The Towing Company shall allow any representative of the insurer of a towed vehicle to inspect any vehicle during regular business hours without requiring a deposit or payoff.
- E. The contractor shall be open for business and have the vehicle available for release from 8:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 5:00 p.m., Saturday. The Towing Company shall prominently post a procedure including a contact telephone number whereby a person may contact the Towing Company to arrange pickup of the vehicle within 30 (thirty) minutes. The Towing Company's posting shall be easily visible to any person approaching the main entrance to the Towing Company's business. The Sheriff must approve the sign and its contents and the contractor shall post the sign twenty-four (24) hours per day, seven (7) days per week.

15. INDEMNIFICATION

The bidder shall indemnify, hold harmless and defend the County, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its officers, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County that may result from bidder's performance or nonperformance of services pursuant to the contract.

16. RECORDS AND BOOKS

- A. The Sheriff's Office reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this agreement. All records must be maintained at one central location within Volusia County.
- B. The Towing Company shall maintain for three years following the towing of any vehicle towed pursuant to this agreement the following records of such tow:
 - 1) Where the vehicle was towed from.

- 2) Date and time the vehicle was towed.
 - 3) Name of wrecker driver who towed the vehicle.
 - 4) Complete description of the vehicle.
 - 5) Name and address of the registered owner.
 - 6) The disposition of the vehicle.
 - 7) Date vehicle was released or disposed of.
 - 8) All correspondence relating to the vehicle.
 - 9) Destination where vehicle is taken.
 - 10) As to trespass tows, the time and date the Volusia County Sheriff's Office was contacted by the towing service and Volusia County Sheriff's Office case number assigned.
 - 11) Description of the service rendered including an itemized list of all charges.
- C. Towing services shall provide a written bill at the request of the owner or operator of a vehicle detailing the charges to date.
- D. Towing services shall provide, at the time of payment, a written receipt for all charges imposed and received from the owner or operator of the vehicle resulting from the towing, it will include at a minimum:
- 1) The date, time and location of the tow.
 - 2) The total charges listed individually and specifically.
 - 3) The date and time of payment of charges.

17. RIGHT TO CANCEL SERVICE CALL

The Sheriff may cancel a request for the Towing Company's services until a wrecker is actually hooked onto a vehicle. The Towing Company agrees the response to a service call without other action does not constitute a service for which charges are applicable.

18. BREACH OF AGREEMENT

- A. It shall be the right of the Sheriff's Office to observe closely the Towing Company's operations to insure compliance with the terms of this agreement. All violations of these rules and regulations will be investigated by the Special Services Section Commander or his designee.

B. Should the Sheriff's Office determine there is a breach of any of the terms of this agreement or of the RULES AND REGULATIONS FOR CONTRACTED WRECKER COMPANIES, the following shall apply:

- 1) First violation: Suspension from towing for Volusia County for up to 30 (thirty) days.
- 2) Second violation within six (6) months: Suspension from towing for Volusia County for up to 60 (sixty) days.
- 3) Third violation within one (1) year. Termination of the towing contract is at the discretion of the Sheriff.

C. If any deficiencies in service or equipment are not remedied on a timely basis (fifteen (15) days) it shall be considered a violation of this agreement.

D. Failure by the Sheriff's Office to exercise its right to termination at any particular time shall not serve to waive the right at any future date.

19. MISLEADING, DISHONEST, AND ILLEGAL PRACTICES

The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this agreement, and shall charge owners of vehicles only those amounts permitted under this agreement for those services covered by this agreement. In the event that an over-charge or other violation covered by this paragraph is reported to the Sheriff's Office, the Sheriff's Office will promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the Sheriff's Office, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, appropriate actions may be taken by the Sheriff's Office in accordance with paragraph 22 of this agreement.

20. EMERGENCY

The Sheriff reserves the right to deviate from this agreement and procure services from another source if and when an emergency occurs. The Sheriff shall have sole discretion to determine what constitutes an "Emergency".

21. MISCELLANEOUS

A. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the County of Volusia or the Volusia County Sheriff's Office for any purpose or in any manner whatsoever.

B. The Towing Company shall not assign this agreement and its rights hereunder, in whole or in part, to any other company, entity, or person.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 23 day of July, 20 11.

UNIVERSAL TOWING, INC

(Seal)

BY:

Fred Campagnuolo

(Signature)

BY:

Fred Campagnuolo, p.

Corporate Officer Name & Title



Date: 7-25-11

ATTEST:

Crystal Pifer 7/25/11

COUNTY OF VOLUSIA

BY:

Frank T. Bruno, Jr.

Frank T. Bruno, Jr.
County Chair

Date: 8/1/2011

ATTEST:

James T. Dinneen
County Manager

(Seal)



County Council Approval Date: 7/21/11

Sheriff



Ben F. Johnson

VOLUSIA COUNTY SHERIFF'S OFFICE

123 W. Indiana Avenue

P.O. Box 569

DeLand, FL 32721-0569

February 16, 2015

Chief Gerald M. Monahan, Jr.
Port Orange Police Department
4545 Clyde Morris Boulevard
Port Orange, FL 32129

RE: Volusia County Tow Contract

Dear Chief Monahan:

In response to your e-mail correspondence on February 13, 2015, the Volusia County Sheriff's Office has no objection to the City of Port Orange piggy backing onto our existing tow contract. Universal has handled our towing needs for a number of years and has always performed in a satisfactory manner.

If I can be of further assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "Ben".

Ben F. Johnson
Sheriff

BFJ:sp/040L0066.15

**UNIVERSAL TOWING INC
542 LPGA BLVD HOLLY HILL FL 32117
830 UNIT C COMMONWEALTH BLVD PORT ORANGE FL 32127
386-255-0203 OR FAX 386-255-4045**

February 13, 2015

To The City Of Port Orange;

Universal Towing Inc. is based in the City of Port Orange with a compound already approved by the City of Port Orange, and will help with anything the City might need including honoring the contract for towing, and city vehicles towed at no charge to the city and make sure the city is covered for all your towing needs.

In the past when the problem came about with a past towing company, we stepped up and helped the city out until the contract was put out to bid.

All of Universal Towing Inc., equipment can be ready for inspection at a moment's notice, we have all of our insurance coverage needed, We are a Drug Free work place, and we run back ground checks on all of our employees.

Sincerely,

Fred Campagnuolo, Vice President
Bruce Sewell, General Manager

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: June 2015 Project Manager's Report

DEPARTMENT: Finance

RECOMMENDED MOTION:

SUMMARY: The June 2015 Project Manager's Report is attached for your information.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	June 2015 Project Manager's Report	JUN-15 Project Manager Summary.pdf
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Pallante, Lisa
Riehm, Tracey
Harden, David

Created/Initiated - 07/15/2015
Approved - 07/15/2015
Final Approval - 07/15/2015

JUN-15 Project Manager Summary Report (Run on 7/8/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 6/30/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,885,152.00	5,210,798.06	3,783,809.00	247,328.56	1,062,797.20	2,473,683.24
AIO016	CD Dunlawton Walk Light	82,440.00	14,111.24	82,440.00	14,111.24	7,638.76	60,690.00
AIO017	CD CITY ENTRANCE SIGN DEV	75,000.00	7,500.00	75,000.00	7,500.00	5,000.00	62,500.00
AIO022	CD Dnlwtn Medians Ph I&II	312,500.00	16,650.00	306,950.00	11,100.00	1,850.00	294,000.00
AIO026	CD S.RidgewoodAve Irrgtn	187,000.00	0.00	187,000.00	0.00	0.00	187,000.00
AIO027	CD S.RidgewoodAveLandscape	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
DIP057	CD Ridgewd CorrDrn&PubSpc	0.00	0.00	0.00	0.00	0.00	0.00
IMI008	CD TrafCtrlImpr SunsetCv	20,880.00	18,680.00	10,000.00	7,800.00	0.00	2,200.00
IMI010	CD Herbert/NovaInterLghtg	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
ZMI046	CD LED TRAFFIC LIGHT REPL	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
	Community Development Total:	9,584,472.00	5,267,739.30	4,466,699.00	287,839.80	1,077,285.96	3,101,573.24
City Management							
AIO013	CM CITY HALL RENOVATION	120,747.00	95,729.13	59,902.00	34,884.73	20,793.21	4,224.06
AIO014	CM OLD PD RENOVATIONS	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
AIO021	CM YOUTH ADVISORY BOARD	494.00	0.00	494.00	0.00	0.00	494.00
AIO023	CM City Manager Search	50,001.00	5,866.26	49,050.00	4,916.00	9,834.00	34,300.00
AIO024	CM CHGC Renovations	784,957.00	335,243.00	784,957.00	335,243.00	449,714.00	0.00
AIO025	CM CHGC Clubhouse Renovtn	465,043.00	0.00	465,043.00	0.00	0.00	465,043.00
CDBG04	CM CDBG ACQUIRE PROPERTY	208,134.00	208,033.50	0.00	(100.00)	0.00	100.00
CDBG05	CM CDBG DEMO PROPERTY	19,479.00	1,375.00	19,479.00	1,375.00	18,104.00	0.00
CDBG06	CM CDBG ROAD REPAIR	221,296.00	150,802.52	221,296.00	150,802.52	70,420.81	72.67
ZCV002	CM HISTORIC TREE MITIGATN	223,161.00	27,281.15	106,331.00	1,875.00	0.00	104,456.00
ZMI003	CM CITY TELEVISION STA	385,388.00	185,031.36	49,728.00	11,897.96	0.00	37,830.04
	City Management Total:	2,878,700.00	1,009,361.92	2,156,280.00	540,894.21	568,866.02	1,046,519.77

JUN-15 Project Manager Summary Report (Run on 7/8/15)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 6/30/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	14,348.95	7,320.00	2,229.41	0.00	5,090.59
FIR002	F SHARPS PROGRAM	3,812.00	2,292.00	1,970.00	450.00	0.00	1,520.00
FIR005	F THERMAL IMAGING CAMERAS	28,490.00	28,135.00	354.00	0.00	0.00	354.00
FIR007	F RADIO REPLC P-25 COMPLY	62,554.00	26,377.14	36,176.00	0.00	2,278.00	33,898.00
FIR011	F FIRE BUNKER GEAR	68,922.00	35,193.48	36,004.00	2,276.83	13,767.88	19,959.29
	Fire Total:	183,220.00	106,346.57	81,824.00	4,956.24	16,045.88	60,821.88
Finance							
ZMI047	FN INTERACTIVE VOICE RECO	95,900.00	0.00	95,900.00	0.00	0.00	95,900.00
ZMI053	FN CS Scanner / Printers	15,000.00	10,332.00	15,000.00	10,332.00	0.00	4,668.00
	Finance Total:	110,900.00	10,332.00	110,900.00	10,332.00	0.00	100,568.00
Human Resources							
AIO019	HR COMPENSATION STUDY	25,000.00	17,800.00	16,100.00	8,900.00	0.00	7,200.00
	Human Resources Total:	25,000.00	17,800.00	16,100.00	8,900.00	0.00	7,200.00

JUN-15 Project Manager Summary Report (Run on 7/8/15)							
Sorted and Totaled by Manager							
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		(Total Project to Date Budget)	(Total Project Actuals thru 6/30/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Information Technology							
ZMI013	IP LARGE FORMAT PRINTERS	14,997.00	8,997.00	6,000.00	0.00	0.00	6,000.00
ZMI015	IP MUNICIPAL NETWORK	241,517.00	187,553.42	77,963.00	0.00	0.00	77,963.00
ZMI016	IP COMPUTER HARDWARE	255,899.00	187,873.88	72,260.00	9,863.79	0.00	62,396.21
ZMI018	IP E-GOVT BASED SERVICES	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
ZMI029	IP FIBER OPTIC PROJ PH 2	8,822.00	3,615.00	5,206.00	0.00	0.00	5,206.00
ZMI032	IT PublicSafetyLaptopRplc	164,153.00	119,703.38	59,304.00	24,164.38	0.00	35,139.62
ZMI036	IT PCI COMPLIANCE PROJECT	45,964.00	36,816.70	3,213.00	0.00	0.00	3,213.00
ZMI037	IT Doc Collbrtn EOC Softw	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
ZMI038	IT StratPln/RiskAsmntRfrs	91,000.00	27,000.00	64,000.00	0.00	0.00	64,000.00
ZMI040	IT VIDEO SECURITY SYSTEM	166,139.00	138,109.00	28,030.00	0.00	16,995.29	11,034.71
ZMI042	IP HTE SOFTWARE UPGRADES	93,315.00	88,128.17	5,240.00	53.96	0.00	5,186.04
ZMI045	IT HTE UTILITIES IMAGING	20,040.00	13,840.75	6,198.00	0.00	0.00	6,198.00
ZMI049	IT BARCODE HARDW/SORFTWR	0.00	0.00	0.00	0.00	0.00	0.00
ZMI050	IT NETWRK CORE SWITCH UPD	85,000.00	79,667.83	85,000.00	79,667.83	0.00	5,332.17
ZMI051	IT PD Impound Surveillanc	30,000.00	16,479.00	30,000.00	16,479.00	0.00	13,521.00
ZMI052	IT Council Chambers A/V	36,500.00	0.00	36,500.00	0.00	36,113.45	386.55
ZMI054	IT EnterpriseFinancialSys	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
ZMI055	IT Fiber OpticNetwrk Expn	50,000.00	6,360.00	50,000.00	6,360.00	9,540.00	34,100.00
ZMI056	IT NewEmploy Hardwr/Sftwr	0.00	0.00	0.00	0.00	0.00	0.00
	Information Technology Total:	2,358,846.00	914,144.13	1,584,414.00	136,588.96	62,648.74	1,385,176.30
Law Enforcement							
AIO020	LE PET SMART GRANT	18,000.00	12,400.99	5,599.00	0.00	0.00	5,599.00
CNE009	LE PUB SAFETY TRAIN FACIL	1,100,000.00	4,050.00	1,095,950.00	0.00	31,050.00	1,064,900.00
	Law Enforcement Total:	1,118,000.00	16,450.99	1,101,549.00	0.00	31,050.00	1,070,499.00

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Public Works							
BNE001	P MISC BIKE PATHS	949,917.00	894,625.61	36,190.00	0.00	0.00	36,190.00
DIP001	P MISC DRAINAGE PROJECTS	789,131.00	495,400.40	15,312.00	15,312.00	0.00	0.00
DIP021	P B23 CANAL GRANT PHASE 1	1,916,892.00	1,738,170.45	9,690.00	1,260.00	8,430.00	0.00
DIP033	P MISC RELINE DRAIN PIPES	2,464,490.00	2,332,593.33	238,417.00	49,305.00	3,139.00	185,973.00
DIP044	P STORM SEWER RECONSTRUC	13,387.00	5,489.38	13,387.00	5,489.38	0.00	7,897.62
DIP048	P DUNLAWTON DRAINAGE IMPV	3,657,811.00	3,657,805.95	0.00	0.00	0.00	0.00
DIP053	P CAMBRIDGE STABILIZATION	1,494,349.00	1,480,938.16	18,420.00	5,010.00	13,409.26	0.74
DIP055	P Stormwater Master Plan	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
DIP056	P Cambridge Stablztn PhII	1,297,500.00	0.00	1,297,500.00	0.00	796,126.00	501,374.00
DIP058	P Ditch Clearing-Drainage	83,121.00	0.00	83,121.00	0.00	0.00	83,121.00
DIP059	P Virginia/MonroeDrainIm	121,000.00	0.00	121,000.00	0.00	0.00	121,000.00
DIP060	P SleepyHollow Drain.Impr	189,000.00	0.00	189,000.00	0.00	0.00	189,000.00
DIP061	P Monroe Drainage Imprvs	0.00	0.00	0.00	0.00	0.00	0.00
DIP062	P Ryanwood Drain Imprvmnt	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
DIP063	P Cypress Cove Pipe Rplcm	270,000.00	0.00	270,000.00	0.00	0.00	270,000.00
IMI001	P SIGNAGE	458,330.00	412,905.70	63,405.00	26,812.19	0.00	36,592.81
IMI002	P STREET STRIPING	1,469,394.00	1,380,624.42	98,610.00	16,970.42	0.00	81,639.58
IMI003	P EMG TRAFFIC CONTROL SYS	2,700.00	0.00	10,000.00	0.00	0.00	10,000.00
IMI006	P GUARDRAIL REPAIRS	50,397.00	15,397.00	35,000.00	0.00	0.00	35,000.00
OBM001	P CITY HALL EXTERIOR	60,154.00	46,550.00	13,604.00	0.00	0.00	13,604.00
OBM002	P PUBLIC WORKS BLD MAINT	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
OBM004	P CUS SVC STAGE ADA COMP	25,000.00	21,920.00	3,080.00	0.00	0.00	3,080.00
OMI001	P OAK ST RR CROSSING	135,095.00	88,077.74	51,701.00	1,701.00	0.00	50,000.00
OMI002	P CHARLES ST RR CROSSING	202,801.00	146,936.95	51,701.00	1,701.00	0.00	50,000.00
OMI007	P SIDEWALK MAINTENANCE	1,279,658.00	1,151,110.80	204,081.00	108,025.75	96,054.75	0.50
OMI014	P SP CREEK RD - SO TRAIL	400,692.00	33,569.02	367,549.00	426.85	315,676.41	51,445.74
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00
OMI016	P HERBERT SHOULDER/SWALK	4,022.00	1,336.04	2,685.00	0.00	0.00	2,685.00
OMI017	P SP CREEK SIDEWALK	8,049.00	44.26	8,004.00	0.00	0.00	8,004.00
OMI018	P VICTORIA GRD SIDEWALK	6,872.00	35.52	6,836.00	0.00	0.00	6,836.00
OMI019	P MCDONALD RD SIDEWALK	8,252.00	108.87	8,143.00	0.00	0.00	8,143.00

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OMI020	P FUELING SYSTEM	280,665.00	284,751.57	10,924.00	0.00	0.00	10,924.00
OMI022	P HERBERT SIDEWALK EAST	9,125.00	0.00	9,125.00	0.00	0.00	9,125.00
OMI023	P WILLOW RUN SIDEWALK SO	7,994.00	0.00	7,994.00	0.00	0.00	7,994.00
OMI024	P MISC NEW SIDEWALKS	4,057.00	2,504.25	1,552.00	0.00	0.00	1,552.00
OMI025	P SOUTHWINDS SIDEWALKS	82,826.00	68,719.78	65,176.00	51,069.78	14,106.22	0.00
OMI026	P FS73 EmerGenFuelTankRpl	39,819.00	0.00	39,819.00	0.00	39,639.40	179.60
PNC007	P YORKTOWNE MDL SEGMENT	2,015,300.00	290,299.93	1,725,000.00	0.00	0.00	1,725,000.00
PNC008	P DUNLAWTON/TAYLOR/YORKTO	213,495.00	0.00	213,495.00	0.00	0.00	213,495.00
PNC011	P YORKTOWNE SO SEGMENT	2,536,117.00	2,404,430.80	131,686.00	0.00	0.00	131,686.00
PNC014	P HERBERT ST RGT TURN LN	352,028.00	32,370.64	345,501.00	25,844.14	759.70	318,897.16
POL021	P TOWN WEST/WILLIAMSON	786,396.00	438,852.95	709,437.00	361,813.77	296,271.93	51,351.30
POL039	P FY15 Paving Program	623,422.00	0.00	623,422.00	0.00	618,250.33	5,171.67
	Public Works Total:	24,594,590.00	17,425,569.52	7,384,899.00	670,741.28	2,201,863.00	4,512,294.72

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<u>Parks and Recreation</u>							
QPC020	R YMCA REPAIRS	369,299.00	372,435.83	6,200.00	0.00	2,930.00	3,270.00
QPC045	R SCOREBOARD REPLACEMENT	81,558.00	55,960.00	25,598.00	0.00	15,209.00	10,389.00
QPC046	R Veteran'sPrkBrick/TreeP	4,361.00	1,570.14	3,546.00	755.79	2,300.00	490.21
QPC049	R YMCA AC REPLACEMENTS	35,065.00	10,065.00	25,000.00	0.00	24,991.00	9.00
QPC052	R SOCCER FIELD RE-LEVEL	385,610.00	341,386.20	377,070.00	332,846.20	40,366.80	3,857.00
QPC054	R PARKS FURNISHINGS	26,500.00	22,568.76	3,931.00	0.00	3,851.04	79.96
QPC055	R Coraci Athl Compl PHIII	154,598.00	153,505.50	1,092.00	0.00	1,092.00	0.00
QPC056	R YMCA Pool Deck Replace	315,575.00	315,193.49	17,549.00	17,168.00	0.00	381.00
QPC058	R YMCA RENOVATIONS PH II	248,000.00	244,984.52	248,000.00	244,984.52	0.00	3,015.48
QPC059	R ParksFoundationCreation	3,201.00	0.00	3,201.00	0.00	0.00	3,201.00
QPC060	R YMCA Reno Phase III	158,500.00	2,997.00	158,500.00	2,997.00	1,998.00	153,505.00
QPC061	R Coraci Athl Compl PHIV	600,000.00	89,987.85	600,000.00	89,987.85	250,899.94	259,112.21
QPC062	R Causeway Dock Refurbish	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
QPC063	R SP CRK Bsktball Ct Reno	24,000.00	0.00	24,000.00	0.00	0.00	24,000.00
QPC064	R Lakeside Center Carpet	7,000.00	6,786.10	7,000.00	6,786.10	0.00	213.90
QPC065	R Outdoor Public Art	500.00	0.00	500.00	0.00	0.00	500.00
XSG007	R GAMBLE LAUNCH VOPO-0360	359,935.00	214,931.34	50,000.00	0.00	0.00	50,000.00
	Parks and Recreation Total:	2,812,702.00	1,832,371.73	1,590,187.00	695,525.46	343,637.78	551,023.76
<u>Comm. Redevelopment</u>							
TIF002	T TWN CTR MEDIAN IMPRV	405,946.00	222,657.20	204,621.00	21,333.28	10,666.74	172,620.98
TIF004	T EASTPORT ENTRY SIGNAGE	85,000.00	33,846.00	51,154.00	0.00	0.00	51,154.00
	Comm. Redevelopment Total:	490,946.00	256,503.20	255,775.00	21,333.28	10,666.74	223,774.98

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Public Utilities							
EFM001	U Forestry Management	1,616,448.00	1,281,557.75	302,107.00	63,381.04	82,218.75	156,507.21
MBO004	U Local Limit Development	0.00	0.00	0.00	0.00	0.00	0.00
MME001	U Machinery & Equipment	552,598.00	506,526.36	55,860.00	32,060.00	0.00	23,800.00
MME003	U Telemetry I & C	1,065,012.00	943,821.71	72,841.00	10,157.50	0.00	62,683.50
MMM101	U LARGE METER REPLACEMENT	608,892.00	603,690.27	3,870.00	3,870.00	0.00	0.00
MMP001	U Utility Mapping	911,633.00	836,156.49	31,639.00	26,199.78	0.00	5,439.22
MPL001	U Utilities Master Plan	256,453.00	224,537.16	0.00	0.00	0.00	0.00
RIM005	U Reservoir Outfall	2,995,479.00	672,254.35	2,668,528.00	345,304.47	2,109,907.14	213,316.39
SLS002	U R & R Lift Station	4,682,275.00	4,252,052.75	7,721.00	7,264.75	0.00	456.25
SLS003	U WB Regional PumpStation	1,503,749.00	0.00	1,503,749.00	0.00	1,422,788.00	80,961.00
SSP002	U Sewer Plant Replacement	6,353,986.00	5,648,763.41	635,373.00	117,719.76	55,575.00	462,078.24
SSP008	U Rec Wtr Plnt Imprv 2014	38,823.00	38,820.54	3,809.00	3,808.47	0.00	0.53
SSP009	U BioSolidsTrtmnt/Compost	50,000.00	12,562.50	50,000.00	12,562.50	4,187.50	33,250.00
UCP001	U Cost Participation,	2,472,181.00	2,269,156.78	96,665.00	62,423.05	24,520.00	9,721.95
UET001	U Extension, Water System	566,314.00	541,059.86	4,614.00	1,144.10	0.02	3,469.88
UET002	U Extension, Sewer System	1,428,807.00	1,339,414.66	4,328.00	0.00	0.00	4,328.00
UET022	U White Acres Improvement	733,417.00	74,999.21	660,452.00	2,034.25	9,417.79	648,999.96
URF001	U Reinforcement, WA Sys	462,705.00	398,007.99	54,343.00	21,040.13	(0.01)	33,302.88
URH001	U Sewer Sys Rehabilitatn	7,503,806.00	7,211,835.53	50,631.00	(2,104.00)	46,751.00	5,984.00
URL005	U Williamson Util Rel S	4,658,755.00	4,658,043.96	129,911.00	129,910.77	0.00	0.23
URL007	U Misc Util Coordination	285,627.00	259,348.18	26,272.00	0.00	0.00	26,272.00
URP001	U Replacement, WA System	4,074,975.00	3,278,618.96	502,535.00	156,132.98	(0.01)	346,402.03
URP010	U S Atlantic JPA w/Vol Co	504,846.00	17,159.00	504,846.00	17,159.00	27,555.00	460,132.00
WWP003	U Water Plant Improvement	5,695,562.00	4,916,092.25	645,287.00	43,256.48	460,015.75	142,014.77
WWP006	U GWP Rehabilitation 2013	1,255,825.00	1,365,369.08	3,810.00	3,810.00	0.00	0.00
WWW002	U WW Repairs/Maint	450,506.00	353,849.92	96,654.00	0.00	0.00	96,654.00
ZMI044	U METER REPLACEMENT PRG	3,897,323.00	3,184,677.83	1,674,068.00	960,624.80	58,648.00	654,795.20
Public Utilities Total:		54,625,997.00	44,888,376.50	9,789,913.00	2,017,759.83	4,301,583.93	3,470,569.24
Total:		98,783,373.00	71,744,995.86	28,538,540.00	4,394,871.06	8,613,648.05	15,530,020.89
139 PROJECTS							



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Stormwater Maintenance Progress

DEPARTMENT: Public Works

RECOMMENDED MOTION: Accept the stormwater maintenance program update report.

SUMMARY: In February 2015, City Council requested regular updates regarding stormwater maintenance efforts. The attached PowerPoint slides provide an update on the progress of the stormwater drainage maintenance program.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Stormwater Update	Stormwater Maintenance Progress 7-9-15.pptx
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Silvey, Mike
Adumuah, Branford
Rosen, Alan
Harden, David

Created/Initiated - 07/09/2015
Approved - 07/09/2015
Approved - 07/10/2015
Final Approval - 07/10/2015

Stormwater Drainage Maintenance Report

June 18, 2015 – July 2, 2015

**Branford N. Adumuah
Director of Public Works**



Swale, Ditch, and Canal Improvements

Improvements were made to approximately 2,389 linear feet of heavily brushed Cambridge Canal (between Cambridge Drive and Westminster Drive). Ditches along Spruce Creek Road near Sunlake Estates and River Oaks were improved as well.

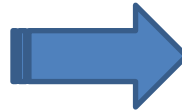
The Menzi Muck was operational and no manual clearing done. An accumulated 37,515 linear feet of swales, ditches, and canals have been improved since October 24, 2014.



Canal Improvements

Sunlake Canal

June 25, 2015



Before

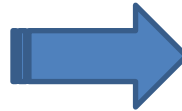
After



Canal Improvements

River Oaks Ditch

June 30, 2015



Before

After



Swale, Ditch, and Canal Improvements

Location	Section	From	To	Days	Feet	Hours	Comments
Cambridge Canal between Cambridge Drive and Westminster Drive and ditch along Spruce Creek Road near Sunlake Estates and River Oaks.	4	6/18/15	7/2/15	14	2,389	23	Heavily brushed. Menzi Muck equipment used.
Cambridge Canal in Foxboro Subdivision, Cambridge Drive, and Westminster Drive to Spruce Creek Road	4	6/4/15	6/18/15	8	2,748	32	Moderately brushed parts of the canal. Menzi Muck equipment used. Limited manual clearing.
Cambridge Canal (Foxboro Subdivision) and Madeline Avenue	4	5/21/15	6/4/15	6	1,850	31	Heavily brushed canal. Menzi Muck equipment used. Some manual clearing efforts.
Madeline Ave. From Jackson St. to Sauls St. (North Side of Madeline)	2	5/7/15	5/21/15	3	335	12	Menzi Muck equipment down for repairs. Lots of hand clearing work. Many utility obstructions.
Madeline Ave. From Jackson St. to Sauls St. (South Side of Madeline)	2	4/29/15	5/7/15	7	3,015	39	
Madeline Ave Ditch			4/17/15		2,864		
West Ridge Ditch			4/9/15		2,230		
Ocean Ave & Halifax Dr			4/3/15		271		
Horizon Canal (I19 to B19)			3/20/15		5,640		
Riverside (US1 to Outfall)			2/6/15		757		
Ocean Ave to Alexander			1/9/15		505		
Alexander from RR to US1			1/9/15		1,502		
Jackson to Samms Ave			1/9/15		1,306		
Oak St - Jackson to Dunlawton			1/9/15		1,639		
Jackson St to Oak St			1/9/15		1,007		
3 rd St to 2 nd St			1/9/15		588		



This table will be updated bi-weekly to show accumulated progress.

Swale, Ditch, and Canal Improvements Continued

Location	Section	From	To	Days	Feet	Hours	Comments
5 th St to 2 nd St			12/16/14		473		
Deep Forest Ditch			12/12/14		1,675		
Spruce Creek Rd			12/4/14		1,655		
Charles & 5 th St			11/21/14		596		
Cambridge Canal			11/21/14		2,427		
Cambridge Canal			11/14/14		986		
Cambridge Canal			11/7/14		6,664		
Foxboro to Control Structure			10/31/14		640		
Cambridge Canal			10/31/14		3,733		
2 nd St Canal			10/24/14		1,025		
Total Feet Cleared					37,515		





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 17, Summer Trees Unit III-C Replat Subdivision; 107 Grey Branch Road

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to execute a License Agreement for Lot 17 of the Summer Trees Unit III-C Replat Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Grey Branch Road right-of-way frontage of Lot 17 of the Summer Trees Unit III-C Replat Subdivision. Warren Wesley of Pinnacle Pavers, the applicant on behalf of Juanita Lafko, the property owner, has made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron with decorative pavers. Street sidewalks do not exist in this area. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement document. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	aerial	grey branch arial.pdf
3.	location	grey branch location map.pdf

Momberger, Margaret
Clark, Wayne

Created/Initiated - 07/02/2015
Approved - 07/02/2015

Roberts, Margaret
Harden, David

Approved - 07/16/2015
Final Approval - 07/16/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6319-07-00-0170

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Edmund P. Lafko and Juanita L. Lafko, husband and wife whose mailing address is 107 Grey Branch Road, Port Orange, FL 32128, ("Licensees").

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

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree 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 Licensees are the owners of real property located in the Summer Trees Unit III-C subdivision, recorded in Map Book 42, Page 90 through 94, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge 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 Licensees a license to enter upon and to utilize the right-of-way known as Gray Branch Road located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on 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 Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, 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 Licensees and at the sole cost and expense of the Licensees.

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 Licensees. 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 Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree 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 Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail 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 Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees 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 Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees 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 Licensees 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. Licensees agree to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees 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 Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees 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 Licensees if for any reason the Licensees' 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 to Edmund P. Lafko and Juanita L. Lafko, 107 Grey Branch Road, Port Orange, FL 32128, for the Licensees, 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 Licensees agree 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: _____
Allen Green, 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 _____, 2015, by Allen Green, 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 _____, 2015, 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:

LICENSEES:

Printed Name: _____

Edmund P. Lafko

Printed Name: _____

Printed Name: _____

Juanita L. Lafko

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Edmund P. Lafko, 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:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Juanita L. Lafko, 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:

13.45' 7.45' 18.75' 14.82'

27.60' 22.15' 20.30' 23.30'

LOT 17

N 107

4.82' 4.00' 20.60' 5.10'

17.25' 5.00' 7.50' 1.00'

19.58'

48.00' 40.00'

CONCRETE GRAVEL DRIVEWAY

PROPOSED

EXHIBIT "A"

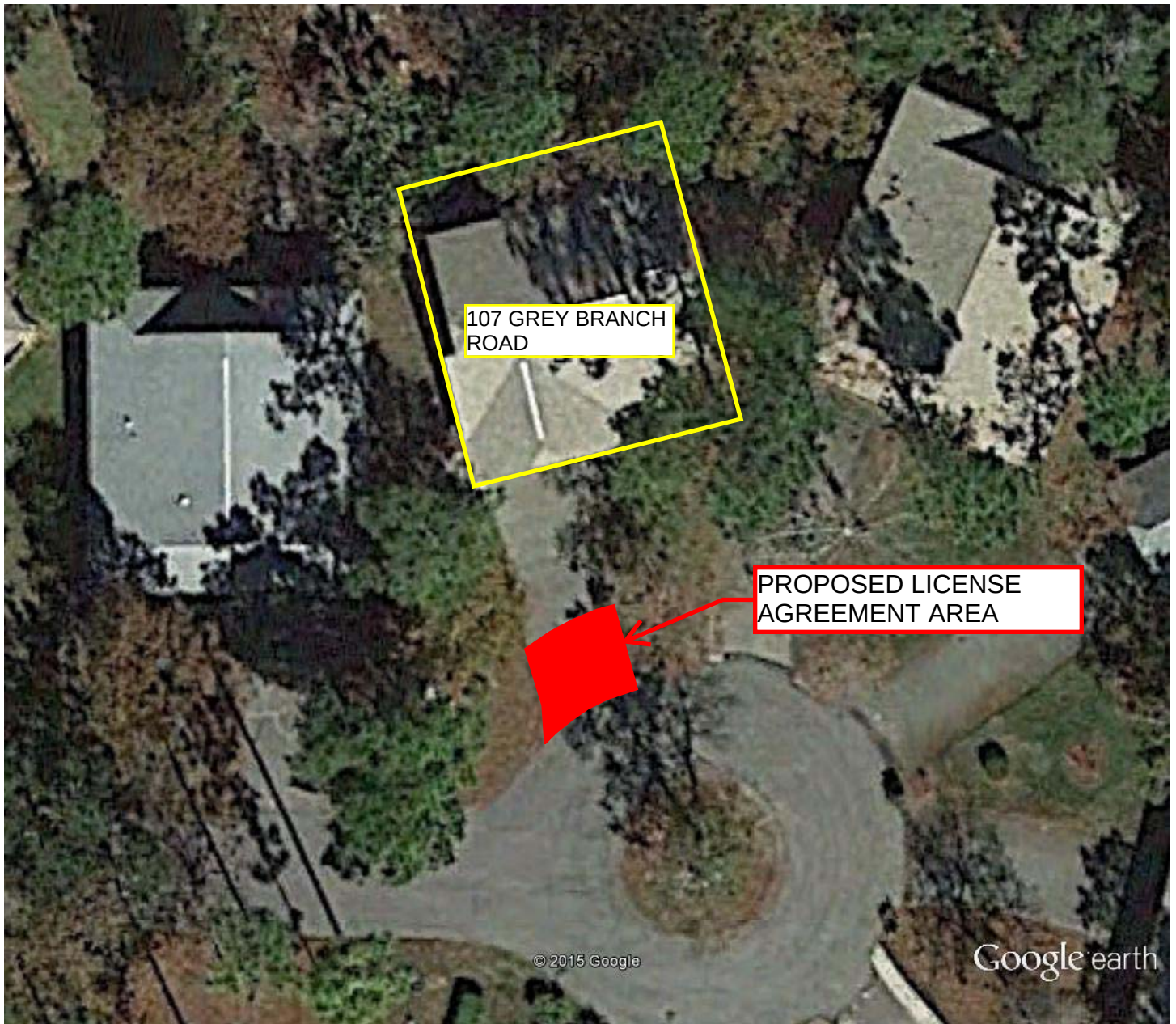
PAVER SPECIFICATIONS:

MANUFACTURER	TREMRON
DIMENSIONS	4"X6" / 6"X6" / 6"X9" RANDOM
MINIMUM STRENGTH	7200 PSI
COLOR	SAND DUNE
PATTERN	T-PATTERN
BASE MATERIAL	6" OF 1/8" AGGREGATE SETTING MATERIALS
BORDER AT APRON	6" WIDE AND 8" DEEP UP EACH SIDE OF APRON

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 17, Summer Trees, Unit III-C Replat, as recorded in Map Book 42, Pages 90 through 94, Public Records of Volusia County, Florida.



Google earth

feet 100
meters 30





Case No.: 15-97500005

Applicant: Warren Wesley, Pinnacle Pavers, on behalf of Juanita Lafko, the property owner

Location: Lot 17, Summer Trees Unit III-C Replat; 107 Grey Branch Road

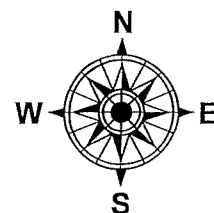
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Grey Branch Road right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: Yes

SUBJECT: Approve the White Acres Project Area CDBG Income Survey Results.

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the White Acres Income Survey Results, and confirm that the project area fulfills the CDBG Low and Moderate Income requirements in order to expend CDBG funds on the White Acres Sanitary Sewer project.

SUMMARY:

In order for the city to expend Community Development Block Grant (CDBG) funds to make sanitary sewer improvements within the White Acres project area it must meet all the federal low and moderate income (LMI) requirements. Based on CDBG block groups and zones, the White Acres project area is currently not found within the city's five approved LMI zones.

The Public Utilities Department conducted an income survey of the residents within the White Acres project area that met approved CDBG survey methodology. The survey was mailed to the residents on two occasions and face-to-face interviews were conducted to generate an 86.7% response rate.

Based on the results, the White Acres project area had a percentage of 81.05% LMI individuals, which surpasses the required CDBG 51% LMI requirement.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	White Acres Project Income Survey Results	White Acres Income Survey Results 2015.pdf
2.	White Acres Income Survey Detail	White Acres Income Chart 2015 FINAL2.pdf

Donahue, Kent
Harden, David

Created/Initiated - 07/07/2015
Final Approval - 07/07/2015

contacted. Note that editing is an ongoing process because even after you have started to tabulate or analyze the data, you may come across errors that need correction.

Step 5: Determining the Results

After you have your data collected and edited, you need to add up the numbers to see what you have learned. Actually, it is useful to think of this in two parts: (1) tabulating the responses from the questionnaires and calculating an estimated proportion of low-and moderate-income persons; and (2) determining how accurate that estimate is. The first part can be taken care of by completing the sample LMI Worksheet.

Tabulation

Computer programs such as Excel, Access, Minitab, SAS, and SPSS are easy to use for tabulating data. The computer also makes it relatively easy to check for accuracy and consistency in the data. However, you can perform the calculations by hand or with a calculator. Also, you can process the data by putting it on a code sheet, by entering it on a manual spreadsheet, or just by flipping through the completed surveys. Regardless of how you process and tabulate the data, when you are finished you should be able to complete the Low-and Moderate-Income Worksheet.

WHITE ACRES MOBILE HOME PARK / SURVEY MARCH APRIL 2015

Table D - Low- and Moderate-Income Worksheet

1. Enter the Estimated total number of families in the service area	1. <u>53</u>
2. Enter the total number of families interviewed	2. <u>46</u>
3. Enter the total number of persons in the families interviewed	3. <u>95</u>
4. Enter the total number of persons in the families interviewed who are low- and moderate-income persons	4. <u>77</u>
5. Divide Line 4 by Line 3	5. <u>0.81052</u>
6. Multiply Line 5 by 100. This is the percentage of LMI persons in the service area	6. <u>81.051%</u>



FY 2015 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2015 Income Limits Summary

FY 2015 Income Limit Area	Median Income Explanation	FY 2015 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Deltona- Daytona Beach- Ormond Beach, FL MSA	\$51,800	Very Low (50%) Income Limits (\$) Explanation	18,400	21,000	23,650	26,250	28,350	30,450	32,550	34,650
		Extremely Low Income Limits (\$)* Explanation	11,770	15,930	20,090	24,250	28,350*	30,450*	32,550*	34,650*
		Low (80%) Income Limits (\$) Explanation	29,400	33,600	37,800	42,000	45,400	48,750	52,100	55,450

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: **Deltona-Daytona Beach-Ormond Beach, FL MSA** contains Volusia County, FL.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2014 Median Family Income and Income Limits for Deltona-Daytona Beach-Ormond Beach, FL MSA](#)

Select any FY2015 HUD Metropolitan FMR Area's
Income Limits:

Or press below to start over and select a different
state:

HOME		Income Level	# people in household	Conducted March - April 2015			
	1	\$49,100-\$52,000	3	NOT			
	2	\$26,900-\$29,000	3	Low Income	1	Range	Count
	3	\$11,100-\$12,900	1	Very Low Income	2	BELOW \$10,000	6
	4	\$34,100-\$35,000	4	Low Income	3	\$11,100-\$12,900	6
	5	\$24,100-\$26,800	2	Low Income	4	\$13,000-\$14,500	2
	6	\$24,100-\$26,800	2	Low Income	5	\$14,600-\$16,100	6
	7	\$14,600-\$16,100	4	Extra Low Income	6	\$16,200-\$17,400	0
	8	\$17,500-\$18,700	2	Very Low Income	7	\$17,500-\$18,700	1
	9	\$38,100-\$40,000	3	Low Income	8	\$18,800-\$20,000	5
	10	\$26,900-\$29,000	1	Low Income	9	\$20,100-\$21,500	0
	11	\$13,000-\$14,500	2	Extra Low Income	10	\$21,600-\$24,000	1
	12	\$14,600-\$16,100	2	Very Low Income	11	\$24,100-\$26,800	4
	13	\$18,800-\$20,000	1	Low Income	12	\$26,900-\$29,000	3
	14	BELOW \$10,000	1	Extra Low Income	13	\$29,100-\$30,000	1
	15	\$24,100-\$26,800	2	Low Income	14	\$30,100-\$31,000	0
	16	\$40,100-\$42,000	4	Low Income	15	\$31,100-\$33,000	0
	17	\$18,800-\$20,000	1	Low Income	16	\$33,100-\$34,000	1
	18	BELOW \$10,000	1	Extra Low Income	17	\$34,100-\$35,000	2
	19	\$18,800-\$20,000	3	Extra Low Income	18	\$35,100-\$38,000	1
	20	\$11,100-\$12,900	1	Very Low Income	19	\$38,100-\$40,000	2
	21	\$13,000-\$14,500	1	Very Low Income	20	\$40,100-\$42,000	1
	22	\$24,100-\$26,800	5	Very Low Income	21	\$42,100-\$46,000	1
	23	\$33,100-\$34,000	3	Low Income	22	\$46,100-\$49,000	1
	24	\$42,100-\$46,000	2	NOT		\$49,100-\$52,000	1
	25	\$18,800-\$20,000	2	Very Low Income	23	ABOVE \$52,100	1
	26	\$11,100-\$12,900	2	Extra Low Income	24		
	27	BELOW \$10,000	2	Extra Low Income	25		
	28	\$29,100-\$30,000	2	Low Income	26		
	29	\$11,100-\$12,900	1	Very Low Income	27		
	30	\$35,100-\$38,000	3	NOT			
	31	\$46,100-\$49,000	4	NOT			
	32	BELOW \$10,000	2	Extra Low Income	28		
	33	\$26,900-\$29,000	2	Low Income	29		
	34	\$14,600-\$16,100	2	Very Low Income	30		
	35	\$14,600-\$16,100	3	Extra Low Income	31		
	36	\$18,800-\$20,000	1	Low Income	32		
	37	\$11,100-\$12,900	1	Very Low Income	33		
	38	BELOW \$10,000	2	Extra Low Income	34		
	39	BELOW \$10,000	2	Extra Low Income	35		
	40	\$14,600-\$16,100	1	Very Low Income	36		
	41	\$11,100-\$12,900	1	Very Low Income	37		
	42	\$38,100-\$40,000	2	NOT			
	43	\$21,600-\$24,000	1	Low Income	38		
	44	ABOVE \$52,100	2	NOT			
	45	\$34,100-\$35,000	2	NOT			
	46	\$14,600-\$16,100	1	Very Low Income	39		

Extra Low Income 11

Very Low Income 13

Low Income 15

NOT Eligible 7

46

Total LM people = 77

95 people 3

45 homes/families 1

NOT Eligible people 4

3 2

2 4

3 2

4 3

2 1

2 2

2 2

18 1

1 1

2 2

7 homes will not respond 4

8 vacant lots 1

1 3

39 Low Income in Sample Universe of 46 1

7 not eligible 1

5 5

3 3

2 2

2 2

2 2

3 3

1 1

1 1

2 2

2 2

1 1

Total LM people = 77

39 Low Income in Sample Universe of 46
7 not eligible



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: Halifax Paving Lake Excavation Contract - Progress Report Update

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

Move to approve the Halifax Lake Construction Progress Report as submit.

SUMMARY:

Public Utilities report of the Halifax Paving Lake Excavation progress covering the period June 11 to July 10th 2015 is attached. A meeting with Halifax Paving was conducted on July 7th, 2015 where progress was discussed with a focus on restoration items. It was agreed to have the City's Project Manager, Mr. Griffith, review the details of the restoration items, particularly the lake banks, in the field with Halifax. The most recent survey results will be provided as soon as they are available.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Letter to Halifax Paving	Ltr to Halifax.pdf
2.	Lake A Excavation Report	Lake A Excavation Report.pdf

Wiggins, Julia	Created/Initiated - 07/01/2015
Wilson, Rick	Approved - 07/08/2015
Neff, Andrew	Approved - 07/08/2015
Harden, David	Final Approval - 07/16/2015



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

June 17, 2015

VIA CERTIFIED U.S. MAIL

Tad Durrance, President
Halifax Paving, Inc.
860 Hull Road
Ormond Beach, Florida 32174

RE: Amendment No. 2 to the Extension Agreement for Excavation and Stockpiling of
Fill Material City of Port Orange Wellfields

Dear Mr. Durrance,

City Council has expressed a desire to understand your plan to complete all remaining work on the Lake "A" excavation project you are contracted to perform. Staff provided City Council the fourth update (enclosed) based on the June 12th survey results at the June 16th City Council meeting, indicating a decline in the amount of soil removed in the latest survey. In view of the September 30th completion date in your contract this decline in soil removal, along with the restoration work you committed to contained in your contract yet to be completed, is prompting our desire to understand how you plan to complete all the elements of work in this project. As a result, City Council requested a firm commitment from you to complete the excavation of Lake "A" including all remaining scope items as shown on the enclosed list by the contract extension deadline.

Please provide your assurance all work contained in Amendment No. 2 will be completed by September 30th, 2015.

We look forward to receiving your next site survey update and continued progress on the project.

Yours truly,

David T. Harden
Interim City Manager

Enclosures

cc: Margaret Roberts, City Attorney
Andrew Neff, Public Utilities Director

Restoration items listed below under the contract to be performed

- Place shell on Jeep Trails (these are the trail entrances off the back edge of the berm constructed around the perimeter of Lake " A" (See the Change Order #1 Design Plans, Sheets 5-9)
- Asphalt repairs as required on Shunz Road (ref: Contract Exhibit "C").
- Install 2 - 40' wide driveways along Shunz Road (ref: Change Order #1, Design Plan, Sheet 11)
- Restore shoulders of Shunz Road - This needs to commence immediately.
Note: This has been previously communicated verbally as a safety concern to Halifax Paving by the City and addressed again today.
- Restore/repair and overlay access road (Shunz Road to RW tank site)
- Final grading, including berm and sod slopes for the lakes and roadways
- Seed and mulch any remaining disturbed areas (ref: Contract Exhibit "C")
- Payment verification for FPL power pole replacement cost on Shunz Rd.

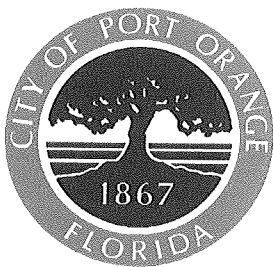
Survey Date	Total Yards of Dirt Remaining to be excavated	Monthly Survey Results	Cumulative Total excavated
12/31/2014	180,980.81		
3/5/2015	158,971.71	22,009.10	22,009.10
4/9/2015	134,908.48	24,063.24	46,072
5/8/2015	94,287.75	40,620.73	86,693
6/12/2015	68,143.18	26,144.56	112,838
July			
August			
September			

Base line Elevation of 30.0

Excavation below 30.0 not included in estimate

Estimate +/- 5%

* Based on June 12, 2015 Survey results (26,145 Cubic Yards), Lake excavation could potentially be completed by mid-August



Memorandum

To: Andrew Neff, P.E., Public Utilities Director
From: Fred W. Griffith, P.E., Public Utilities Engineer
Subject: Reclaimed Lakes Construction Update
(Reporting Period June 11 – July 10)
Date: July 10, 2015

The contract with Halifax Paving requires that a minimum of 30,000 yards of dirt be excavated from Lake "A" each month commencing in February, 2015.

- During the period June 11, 2015 thru July 10, 2015 Halifax Paving and it's subcontractor P&S Paving continued to perform additional excavations at Lake "A". Periodic visits to the site were performed by city staff to monitor excavation progress.
- Excavation of Lake "A" and the hauling of fill material off-site continued during the reporting period. Since the survey is due from the contractor on July 15th results will be provided at the City Council Meeting on July 21st.
- No recovery area exists back onto the existing roadway at several locations along Shunz Road due to the lack of shoulder maintenance by the contractor. Safety cones are still in place in the immediate area installed by the City at the location of the recent truck accident.
- No work on any of the restoration items listed below under the contract were performed during this reporting period. We anticipate the majority of the restoration items to begin getting accomplished very soon during August and September, the last 2 months of this contract.
- A meeting was held with City Administrative, Public Utilities Staff, and the Contractor Representative, Tad Durrance of Halifax Paving on July 7, 2015 whereby all of the required restoration items listed below were reviewed. Tad suggested that Fred Griffith contact Van Seeters of Halifax Paving to go over the details of the required restoration items in the field, and specifically the lake banks. Fred agreed and will also be providing the contract construction plan detail sheets 10 and 12 to Halifax Paving, to help guide them in their final grading, slope stabilization, roadway, and shoulder reconstruction efforts, including final as-built drawings.
 - Place shell on Jeep Trails (these are the trail entrances off the back edge of the berm constructed around the perimeter of Lake "A" (See the Change Order #1 Design Plans, Sheets 5-9)
 - Asphalt repairs as required on Shunz Road (ref: Contract Exhibit "C").
 - Install 2 - 40' wide driveways along Shunz Road (ref: Change Order #1, Design Plan, Sheet 11)

- Restore shoulders of Shunz Road - This needs to commence immediately.
Note: This has been previously communicated verbally as a safety concern to Halifax Paving by the City and addressed again today.
- Restore/repair and overlay access road (Shunz Road to RW tank site)
- Final grading, including berm and sod slopes for the lakes and roadways
- Seed and mulch any remaining disturbed areas (ref: Contract Exhibit "C")
- Payment verification for FPL power pole replacement cost on Shunz Rd.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/21/2015

Consent item: No

SUBJECT: Riverwalk Design Review

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to preserve the original park concept and construct the splash pad as designed.

SUMMARY: On February 1, 2014 a Workshop was held to obtain community input on the events and features for Riverwalk Park. A splash pad was one of the top five features desired by the public based on results of the workshop. On February 25, 2014 the Town Center CRA and City Council approved the park conceptual plan (attached) which includes a splash pad located on the west side of the large event lawn. Staff has worked with the design consultant, Dredging and Marine Consultants (DMC), to produce construction plans based on the conceptual plan. The plans for Phase 1B are nearly complete, and the splash pad design is complete (see attached splash pad plans).

During the June 30, 2015 City Council Workshop, maintenance and safety concerns regarding the proposed splash pad were discussed. A comparison of splash pads throughout Volusia County was provided (see attached splash pad comparison) and it was noted that the \$10,000 estimated annual cost for the splash pad maintenance was based on contracting this work out as done by several neighboring communities.

The event lawn as currently designed will accommodate the placement of approximately 150 (12' x 12') vendor booths for special events. In comparison there are 300 booths at Family Days. When the trail is extended down the length of Halifax Drive to Dunlawton Avenue, an additional 300 booths can be accommodated by using both sides of the trail.

There are 1,200 permanent parking spaces at City Center Complex. In comparison, there are 175 permanent parking spaces currently designed for Riverwalk Park.

The splash pad at All Children's Park is immensely popular and is used practically year round. The splash pad at Riverwalk Park (2,700 sf) is more than 3 times the size of the one at All Children's Park (800 sf) and was designed to be seen from Ridgewood to draw the public in and to make it easy to monitor by Police and Parks staff. It is also close to the proposed playground and restroom facility which makes it easy for families to enjoy both amenities without having to pack up and go to another location.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Workshop Results	RW Park Public Input meeting results.pdf
2.	Park Concept Plan	Port Orange Riverwalk Park Graphic FULL.pdf
3.	Splash Pad Comparison	Splash Pad Comparison.pdf
4.	Splash Pad plans	Riverwalk Park 1B Splashpad plans.pdf

Fenwick, Robin
Clark, Wayne
Harden, David

Created/Initiated - 07/08/2015
Approved - 07/15/2015
Final Approval - 07/16/2015

Riverwalk Park Workshop – 2/01/14

Events

Top 5 votes:

- Festivals
- Open Air Markets
- Music Events
- Water-related opportunities
- Holiday Events

Festivals – BBQ fest, Cultural seafood festival

Open air market / farmer's market

Music events / Movies

No concerts – would conflict with weddings at Chamber, condo-dwellers

Vendors / Food trucks

Wine night

Ski shows

Regattas

5K / 10K / triathalons

Don't duplicate events at City Center

Features

Top 5 votes:

- Multi-purpose sidewalk/trail
- Trailheads
- Canoe/kayak launch
- Shade & comfort
- Splash pad/fountain



Port Orange Riverwalk Conceptual Master Plan



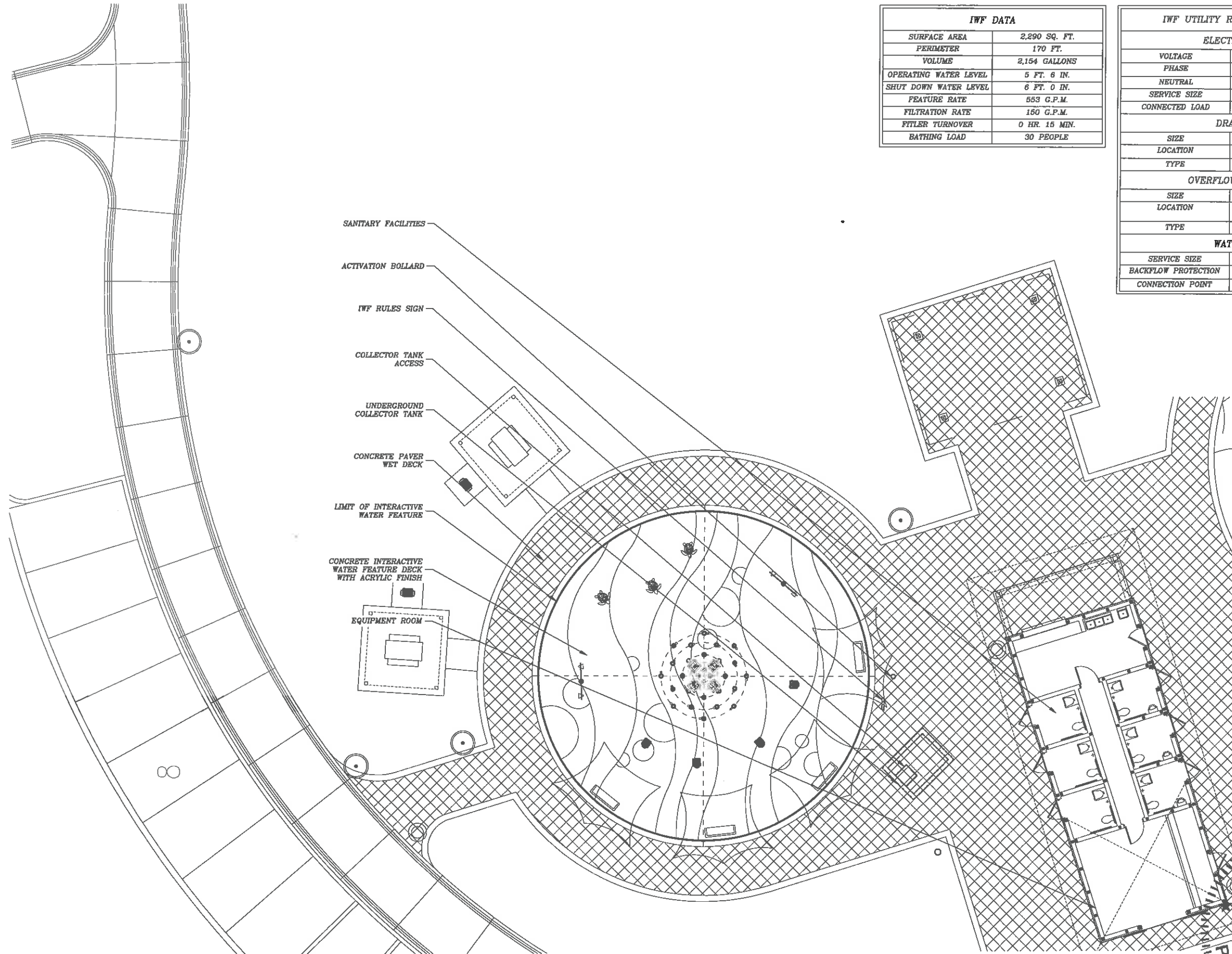
1. Chamber Building
2. Trailhead
3. Kayak/ Canoe Launch
4. Sand Volleyball
5. Event Lawn
6. Splash Pad
7. Playground
8. Restroom Building
9. Entry Feature
10. Shade Structure

11. Pavilions
12. Boardwalk Overlook
13. Existing Fishing Pier
14. Boardwalk
15. Future Promenade
16. Historical/ Education Signage
17. Iconic Feature
18. Port Orange Path
19. Shell Midden
20. Connection to Causeway Park
21. East Coast Greenway Trail Connection

SPLASH PAD COMPARISON

Location	age	Size	How many Pads?	Annual maintenance cost	Contract out?	Popularity	Surface
** Daytona Beach oceanside	7 yrs	3600 SF	1	\$ 18,000.00	yes	very when open	concrete
South Daytona inland	8 yrs	1600 SF	1	\$1800 in chemicals labor in house	no	very	concrete
Deltona inland	10 yrs	2500 SF	1	\$ 12,500.00	yes	extremly	concrete & epoxy
Ormond Oceanside and inland	2 yrs 9 yrs	1560 SF /1224 SF	2	\$ 10,800.00	yes	extremely	concrete with paint
Volusia County oceanside	14 yrs	1200 SF	1	n/a	yes	extremely	concrete
Debary inland	3 yrs	2500 SF	1	\$ 6,300.00	yes	very	color concrete

** Daytona Beachs Pad has been down for just about a year. The pump and motor was installed underground in a vault and the room floods. They are in the process of moving these items above ground and will be reopening the pad.



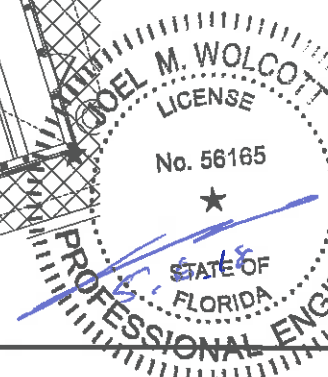
IWF DATA	
SURFACE AREA	2,290 SQ. FT.
PERIMETER	170 FT.
VOLUME	2,154 GALLONS
OPERATING WATER LEVEL	5 FT. 6 IN.
SHUT DOWN WATER LEVEL	6 FT. 0 IN.
FEATURE RATE	553 G.P.M.
FILTRATION RATE	160 G.P.M.
FILTER TURNOVER	0 HR. 15 MIN.
BATHING LOAD	30 PEOPLE

IWF UTILITY REQUIREMENTS	
ELECTRICAL	
VOLTAGE	120/208
PHASE	THREE
NEUTRAL	REQUIRED
SERVICE SIZE	150 AMP
CONNECTED LOAD	80.1 AMP.
DRAIN	
SIZE	4 INCH
LOCATION	EQUIPMENT AREA
TYPE	GRAVITY
OVERFLOW DRAIN	
SIZE	2 INCH
LOCATION	5' FROM COLLECTOR TANK
TYPE	GRAVITY
WATER	
SERVICE SIZE	1 1/2 INCH
BACKFLOW PROTECTION	AIR GAP
CONNECTION POINT	EQUIPMENT AREA

SITE PLAN
SCALE: 1/8" = 1'-0"



4 0 8 16
SCALE IN FEET



DRAWING: SITE PLAN

PROJECT NAME: RIVERWALK PARK PHASE 1B

CLIENT: CITY OF PORT ORANGE

DMC JOB NO. 14-026-20

DRAWN BY CAD

CHECKED BY CA

APPROVED BY JMW

SHEET NO. F1.1

DATE 02-19-15

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

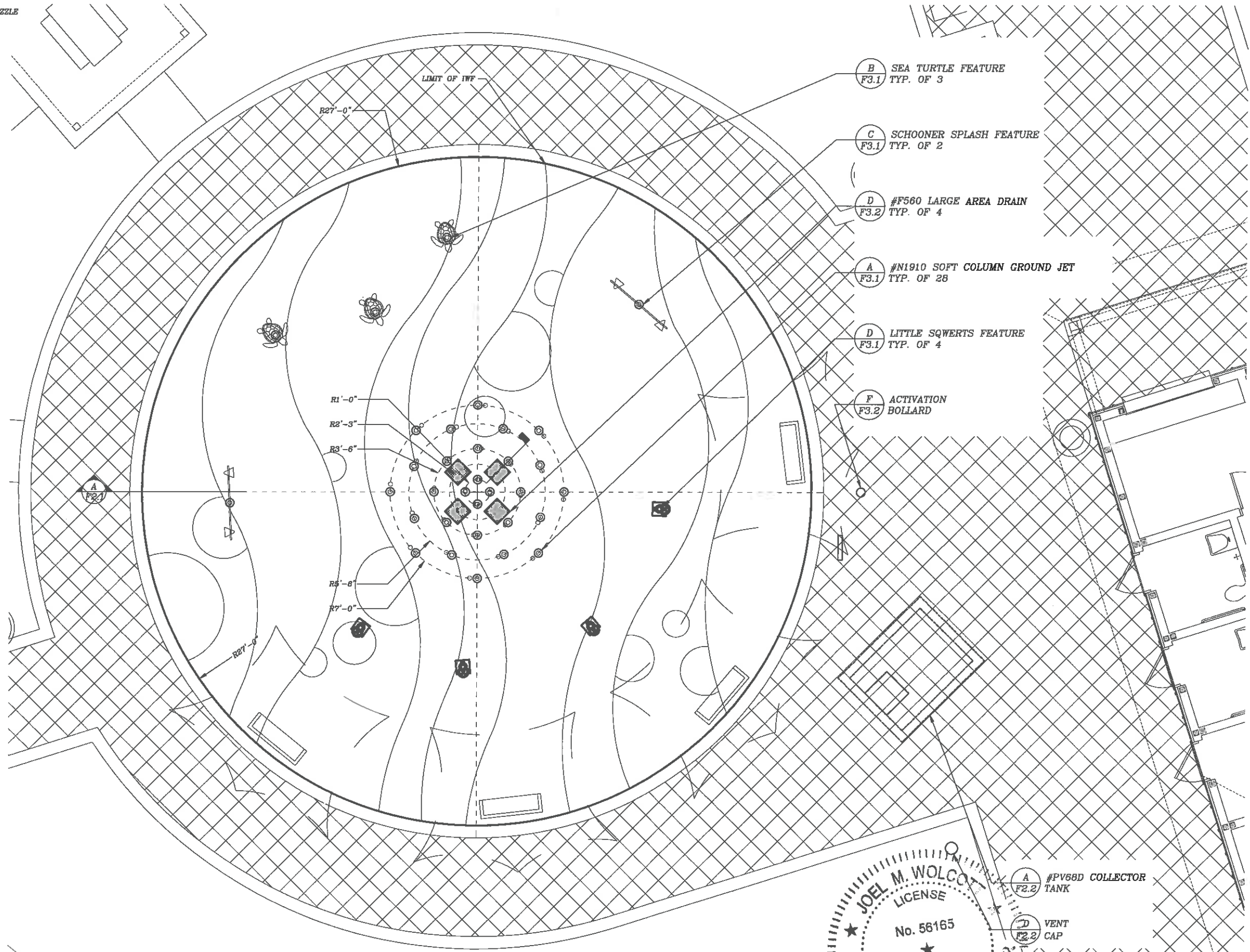
4643 S. Clyde Morris Blvd
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FL 32129

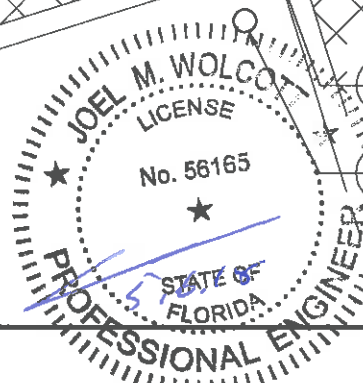
PLAN VIEW LEGEND

- NICHE MOUNTED FEATURE NOZZLE
- NICHE JUNCTION BOX
- RETURN FITTING
- VACUUM FITTING
- VARIABLE HEIGHT SKIMMER
- LEVEL SENSOR
- LARGE AREA DRAIN
- ANEMOMETER



FEATURE PLAN
SCALE: 1/4" = 1'-0"

SCALE IN FEET

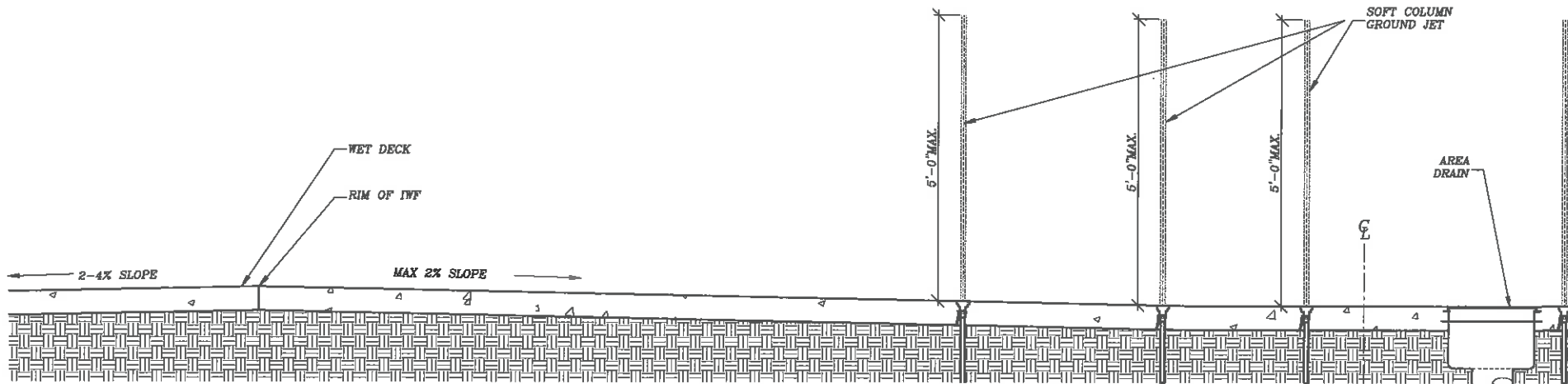


- A #PV68D COLLECTOR TANK
- D VENT CAP

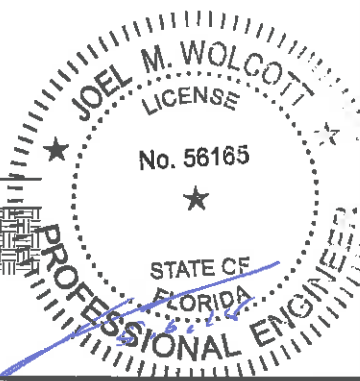
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS CERT. OF AUTH. NO. 9410		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com		PROJECT NAME: RIVERWALK PARK PHASE 1B	DRAWING: FEATURE PLAN
1000 CITY CENTER CR. PORT ORANGE, FL 32129		CLIENT: CITY OF PORT ORANGE		DMC JOB NO. 14-026-20	DRAWN RV CHECKED CA APPROVED JMW
		FREEPORT FOUNTAINS 1510 Kester Road Sanford, FL 32771 (407) 330-1150 www.freeportfountains.com		DATE 02-19-15	SHEET NO. F1.2

IWF MATERIAL LIST						
ITEM	QTY	DESCRIPTION	DETAIL	MANUFACTURER	MODEL #	NOTES
N1	28	SOFT COLUMN GROUND JET	A/F3.1	FREEPORT FOUNTAINS	#N1910	VERTICAL MULTI-ORIFICE SOFT SPRAY NOZZLE WITH VERTICAL THROW, 1" FEMALE N.P.T. CONN., CAST BRONZE CONSTRUCTION, REMOVABLE FACE PLATE.
N2	3	SEA TURTLE FEATURE	B/F3.1	WATER ODYSSEY	F3010 TOMMY SEA TURTLE AQUA SPOUT	1" FEMALE N.P.T. CONN.,
N3	2	SCHOONER SPLASH FEATURE	C/F3.1	WATER ODYSSEY	W148 SCHOONER SPLASH	2" FEMALE N.P.T. CONN.,
N4	4	LITTLE SQUERTS FEATURE	D/F3.1	WATER ODYSSEY	W290 LITTLE SQUERTS FISH	2" FEMALE N.P.T. CONN.,
F1	6	INLET FITTING	A/F3.2	FREEPORT FOUNTAINS	#F115P	WHITE CYCOLAC CONSTRUCTION, 1 1/2" INSIDE SLIP CONN., 1/2" DIRECTIONALLY ADJUSTABLE ORIFICE.
F2	1	VACUUM FITTING	B/F3.2	FREEPORT FOUNTAINS	#F220P	WHITE CYCOLAC CONSTRUCTION, 2" SLIP CONN., 2" HOSE CONN.
F3	2	VARIABLE HEIGHT SKIMMER	C/F3.2	FREEPORT FOUNTAINS	#F315LP	WHITE CYCOLAC CONSTRUCTION, VARIABLE HEIGHT, 1 1/2" CONN.
F4	4	LARGE AREA DRAIN	D/F3.2	FREEPORT FOUNTAINS	#F560	18"x18"x12" FIBERGLASS SUMP WITH WATERSTOP FLANGE AND 4" BOTTOM CONN.; 18"x18" CAST BRONZE GRATE WITH 94.6 SQ. IN. OPEN AREA.
F5	1	WATER LEVEL SENSOR	E/F3.2	FREEPORT FOUNTAINS	#F1460	STAINLESS STEEL FITTED CAST BRONZE JUNCTION BOX WITH NEOPRENE GASKET, TWO NORMALLY CLOSED, NARROW THROW FLOAT SWITCHES
F6	1	ACTIVATION BOLLARD	F/F3.2	FREEPORT FOUNTAINS	CUSTOM	8" DIAMETER, POWDER COATED STAINLESS STEEL BOLLARD, LOW VOLTAGE PROXIMITY SENSOR IN PLASTIC COVER
P1	1	UV FEATURE PUMP	E/F2.2	PENTAIR	EQ-600	THERMOPLASTIC CONSTRUCTION, INTEGRAL BASKET STRAINER WITH SEE THROUGH COVER, SELF PRIMING, 6" FLANGED SUCTION AND 4" FLANGED DISCHARGE, 5 HP, 208-230 V, SINGLE PHASE ENERGY EFFICIENT MOTOR. U.L. AND N.S.F. LISTED.
P2	5	FEATURE PUMP	E/F2.2	PENTAIR	WFK-8	THERMOPLASTIC CONSTRUCTION, INTEGRAL BASKET STRAINER WITH SEE THROUGH COVER, SELF PRIMING, 2" FEMALE N.P.T. SUCTION AND DISCHARGE, 2 HP, 208-230/460 V, THREE PHASE ENERGY EFFICIENT MOTOR. U.L. AND N.S.F. LISTED.
P3	1	FILTER PUMP	E/F2.2	PENTAIR	XFE-12	THERMOPLASTIC CONSTRUCTION, INTEGRAL BASKET STRAINER WITH SEE THROUGH COVER, SELF PRIMING, 3/4" UNION SLIP SUCTION AND DISCHARGE, 3 HP, 208-230 V, SINGLE PHASE ENERGY EFFICIENT MOTOR. U.L. AND N.S.F. LISTED.

IWF MATERIAL LIST CONT.						
ITEM	QTY	DESCRIPTION	DETAIL	MANUFACTURER	MODEL #	NOTES
P4	1	ACID PUMP	E/F2.2	STENNER	45M3	1.1 TO 22.0 G.P.D., 120 VOLT, SINGLE PHASE. UL LISTED AND CONFORMS NSF-50.
P5	1	FILTER CHLORINE PUMP	E/F2.2	STENNER	45M3	1.1 TO 22.0 G.P.D., 120 VOLT, SINGLE PHASE. UL LISTED AND CONFORMS NSF-50.
P6	1	FEATURE CHLORINE PUMP	E/F2.2	STENNER	45M5	2 TO 45 G.P.D., 120 VOLT, SINGLE PHASE. UL LISTED AND CONFORMS NSF-50.
W1	1	CARTRIDGE FILTER	E/F2.2	PENTAIR	CLEAN & CLEAR PLUS 420	FIBERGLASS REINFORCED POLYPROPYLENE BODY, 420 SQ. FT. REMOVABLE CARTRIDGE, 2" CONN.
W2	1	CHEMICAL CONTROLLER	E/F2.2	CHEMTROL	250	NEMA 4X POLYSTYRENE ENCLOSURE, LCD READOUT, pH AND ORP CONTROL, FLOWCELL, 120 VOLT, SINGLE PHASE.
W3	1	CHLORINE TANK	E/F2.2	OWNER SUPPLIED	-	30 GALLON MINIMUM, LABEL "CHLORINE"
W4	1	ACID TANK	E/F2.2	ROLA-CHEM	561115	15 GALLON, GRAY POLYETHYLENE CONSTRUCTION LABEL "ACID"
W5	1	VACUUM GAUGE	E/F2.2	ASHCROFT	3005PHL	2 1/2" DIAL, LIQUID FILLED, 0-30" Hg.
W6	2	PRESSURE GAUGE	E/F2.2	ASHCROFT	3005PHL	2 1/2" DIAL, LIQUID FILLED, 0-80 PSI.
W7	1	FLOW METER	E/F2.2	BLUE-WHITE	F-30200P	ACRYLIC CONSTRUCTION, 40-150 GPM FLOW RANGE
W8	1	TEST KIT	NA	TAYLOR	TK2005	TEST KIT FOR FAC, DPD, TA, CH, Ph, AND CA
W9	1	UV GENERATOR	E/F2.2	DELTA UV	EM 600 EL	STAINLESS STEEL ENCLOSURE, 6" FLANGED CONN., 240 VOLT, SINGLE PHASE CONTROL PANEL, MAX. 600 GPM FLOW RATE AT 60 MJ/SEC/CM2, UL AND NSF LISTED. UL LISTED CONTROL PANEL.
V1	1	COLLECTOR TANK	A/F2.2	FREEPORT FOUNTAINS	PV68D	CONCRETE CONSTRUCTION, 72"x96"x78" INSIDE DIMENSIONS.
V2	1	ACCESS HATCH	A/F2.2	HALLIDAY PRODUCTS	SIR3030	30"x30" 1/2" THICK DIAMOND PLATE ALUMINUM LID; ANGLE FRAME FABRICATED FROM 1/2" ALUMINUM; STAINLESS STEEL HINGES; LOCKABLE BAR; 300 LB/SQ. IN. LOADING.
V3	1	FLOOR SINK	G/F3.2	-	-	FABRICATED FROM SCH. 40 PVC. RATED AT 75 GPM.
V4	1	VENT CAP	D/F2.2	ZURN	Z-193	6" CONN., CAST IRON CONSTRUCTION
E1	1	CONTROL PANEL	J/F3.2	FREEPORT FOUNTAINS	CUSTOM	NEMA 4 STEEL ENCLOSURE, DOOR MOUNTED HOA SWITCHES AND RUN LIGHTS, WATER LEVEL MONITORS, VFD FOR FEATURE PUMPS, MOTOR STARTER FOR FILTER PUMP, ANIMATION CONTROLLER, TIME CLOCK, 120/208 VOLT, 3 PHASE. U.L. 508 LABELED..



SECTION A
SCALE: 3/4" = 1'-0"



DRAWING: MATERIAL LIST

DMC JOB NO. 14-026-20

SHEET NO. F2.1

DRAWN: CAD

CHECKED: CA

APPROVED: JMW

PROJECT NAME: RIVERWALK PARK PHASE 1B

CLIENT: CITY OF PORT ORANGE

Dredging & Marine Consultants

DMC

4643 S. Clyde Morris Blvd
Unit 302
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Phone: (386) 304-6505
Fax: (386) 304-6506
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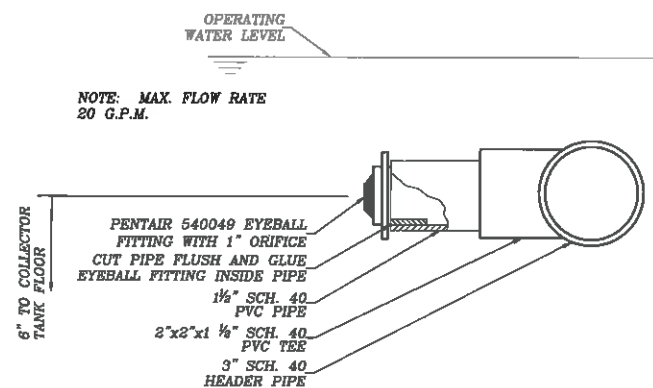
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Sarasota, FL 34237
E8M2547

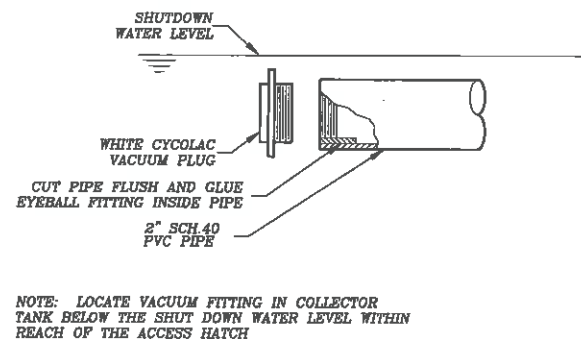
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FL 32129

CERT. OF AUTH. NO. 9410

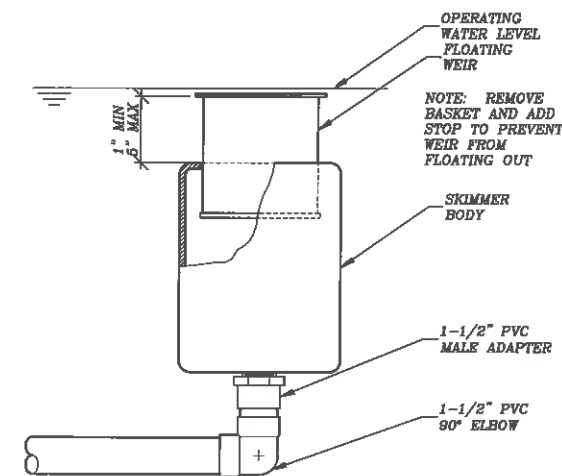
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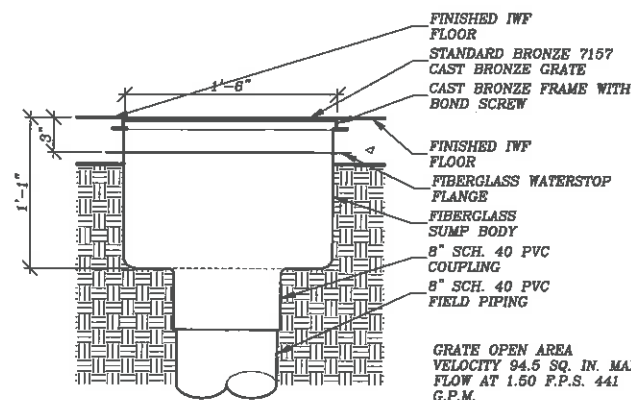
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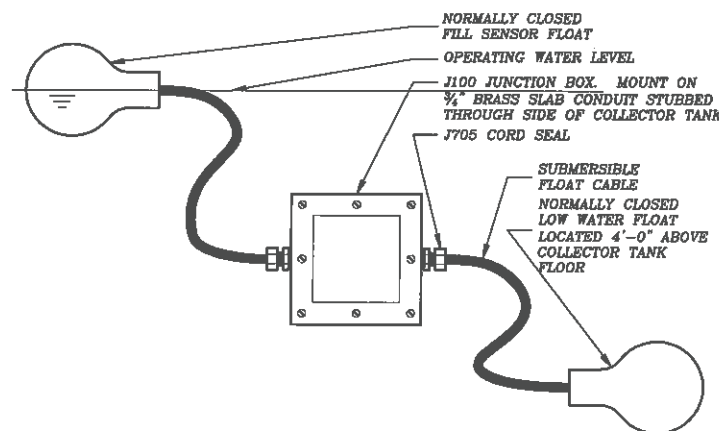
VACUUM FITTING
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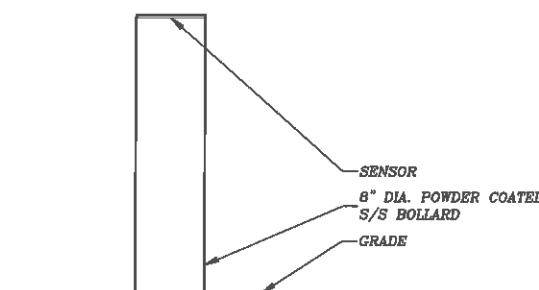
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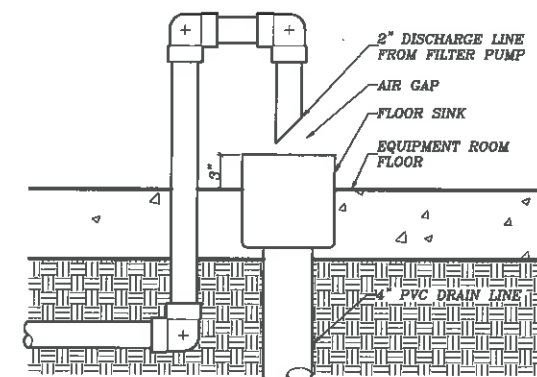
#F560 LARGE AREA DRAIN
SCALE: 1 1/2\"/>



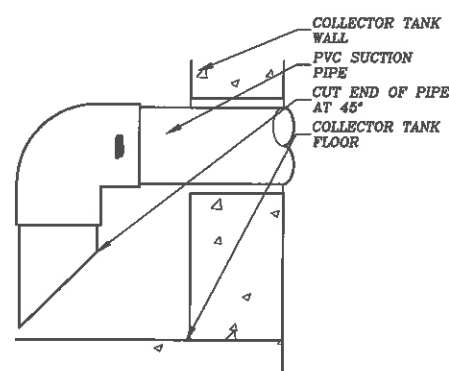
#F1460 WATER LEVEL SENSOR
SCALE: 3\"/>



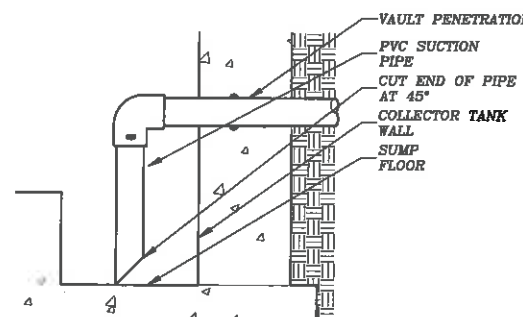
ACTIVATION BOLLARD
SCALE: 1\"/>



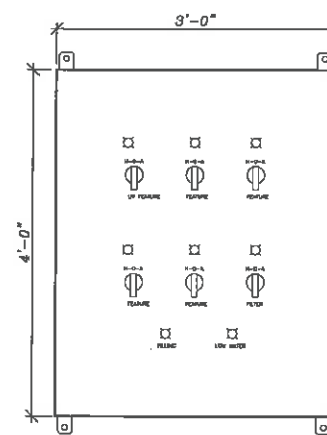
FLOOR SINK
SCALE: 1 1/2\"/>



UV PUMP SUCTION
SCALE: 1 1/2\"/>



FILTER SUCTION
SCALE: 1 1/2\"/>



CONTROL PANEL
SCALE: 1 1/2\"/>

SPECIFICATIONS:
The fountain control panel is designed for fully automatic operate of the fountain. It will be factory wired and tested and will include, but not be limited to, the following features:

- NEMA 4 steel enclosure properly sized to accommodate all electrical equipment
- U.L. 508 listing and label
- Main circuit breaker for 120/208 volt, three phase incoming power
- Motor circuit breaker and properly sized for each 208 volt, three phase display pump
- Variable frequency drive for each display pump
- IEC type motor starter for filter pump
- Control circuit breaker and power supply
- Animation controller
- Water level monitor
- Door mounted, hand operated H-O-A switches
- Door mounted run lights
- Door mounted dead switch
- Neutral and ground bars

DRAWING: IWF DETAILS	DMC JOB NO. 14-026-20	SHEET NO. F3.2
DRAWN: RV	CAD: CSD	SCALE: AS SHOWN
CHECKED: CA	APPROVED: JMW	DATE: 02-19-15

PROJECT NAME: RIVERWALK PARK PHASE 1B
CLIENT: CITY OF PORT ORANGE

FREEPORT FOUNTAINS
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www.freeportfountains.com
(407) 330-1150

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DMC
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1000 CITY CENTER CR.
PORT ORANGE, FL 32129
CITY OF PORT ORANGE
1667
PROFESSIONAL ENGINEER

memo

City of Port Orange

To: City Council
From: David Harden, City Manager 
CC: Andrew Neff, Public Utilities Director
Date: 6/15/2015
Re: Issues Relating to the Dunlawton Drainage Project Berm

Last Tuesday I sent an e-mail to City Council informing you of the fact that our Hazard Mitigation Grant for the Dunlawton Drainage Project expired on May 31, 2015, and that we had 60 days (until July 30) to submit all close out documents. Furthermore, in light of that deadline, staff's intent was to proceed with seeking a modification to our SJRWMD permit to delete the berm, with the understanding that the City might wish to construct the berm as a separate project at a later date. Councilman Ford has requested that the Council vote on whether staff's proposed course of action is what Council wishes staff to do at this time. This request is certainly appropriate since there are now several related issues on which staff needs Council direction.

This morning I was informed by Pegasus Engineering that the Florida Division of Emergency Management (DEM) had contacted them on Friday inquiring about the Dunlawton berm. Pegasus explained the concerns they have about construction of the berm; however from DEM's perspective the berm is part of the approved grant to the City. So DEM told Pegasus that they will be issuing a letter soon requesting an official time table and the City's plans to either construct the berm or modify the grant. This afternoon a DEM representative has verbally stated to our staff that they are willing to keep the grant open for another six months while we get the questions about the impact of the berm resolved. If within the six months we decide to construct the berm, they will pay 75% of the cost.

As you may recall, CDM is the engineering firm that did the modeling for the East Volusia Regional Water Authority's *Nova Canal Flood Control and Integrated Water Resource Program* in 2010. Pegasus has discussed with them the Council's desire as agreed by the Council majority in your last Work Session on this issue to have some more detailed modeling done to better estimate the impacts of constructing the berm

memo

as proposed as part of the Dunlawton project. We would like to piggyback on their Volusia County contract and ask CDM-Smith for a proposal to “perform additional modeling to determine if construction of the permitted berm system would: (a) be of benefit in reducing flooding along Dunlawton Avenue during major storms (i.e., 25 and 100-year storms); and (b) cause increased flooding upstream of the berm system, and if so, where and how much.”

Finally, based on the information contained in the Bolerjack report and the results of Mr. Neff’s review of how this project was administered, we see a need to have Bolerjack do additional work to verify whether any grant funds supplied to the City were used to pay for construction of features which were not part of the grant approved project scope. So far we have spent about \$18,000 with Bolerjack. We expect that this additional work would cost about an additional \$12,000 for a total expenditure with this firm of \$30,000.

I am requesting Council action on two issues:

1. Authority is requested to request a proposal from CDM-Smith to do additional modeling as described in the third paragraph above.
2. Approval is requested for up to \$30,000 spending authority with the Bolerjack firm.