



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 18, 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 - Rev. Christopher Bailey of Chaplain at Bert Fish Hospital
3. Roll Call

B. PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-27 - Amending City Code Sec 2-262, Purchase and sales procedures
5. Second Reading - Ordinance No. 2015-29 - Adopting City Code Section 2-277 Bid protest
6. Second Reading - Ordinance No. 2015-30 - Amending City Code Section 2-272 Alterations or modifications of contracts

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Citizen Advisory Committee for TPO
8. Parks & Recreation Advisory Board Update

E. CITIZEN PARTICIPATION (Agenda)

9. Spruce Creek High School Principal Todd Sparger
10. Spruce Creek Rising - Robert Lloyd

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

G. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

H. CONSENT AGENDA

12. Approval of Minutes

- a. July 28, 2015 - City Council Workshop/Special Meeting
- b. August 4, 2015 - Regular City Council Meeting

13. Resolution No. 15-45 - Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT)

14. Resolution No. 15-47 – Vacating Sanitary Sewer Easement , Lots 1 and 2, Baltzegar Subdivision; 3664 and 3674 Nova Road

15. Resolution No. 15-48 - Supporting Volusia County's Local Mitigation Plan

16. Resolution No. 15-49 - Budget Appropriations

17. July 2015 Project Manager's Report

18. Stormwater Maintenance Progress

19. Fee Waiver for Adult Activity Center for Annual Woodcarving Show

20. Transfer of K9 Lobo

21. Quarterly Crime Report

22. Bid Awards and Contract Items

- a. Authorization of up to \$1,430,000 in Encumbrance for Landfill Tipping Fees in FY 2016
- b. Piggyback through National IPA the City of Tucson contract with EZGO for purchase of Golf Carts
- c. Change Order No 1 to the Standard Contract for Services with Upham, Inc.
- d. Task Authorization No 3 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.
- e. Purchase of Auto Parts and Supplies for Fleet Maintenance for FY 2016
- f. Interlocal Agreement with Volusia County for Traffic Signal Maintenance and Other Services
- g. Authorization of Annual Fuel Purchases for City Vehicles and Equipment for FY2016
- h. Award Wrecker/Towing Services Contract - Universal Towing
- i. Authorization of \$37,265 in Encumbrance for Services by Giles Electric Company in FY2016
- j. Piggyback on the Florida Sheriff's Association Contract # 15/17-07-0220 to Purchase Tires and Related Services

- k. Approval of a Piggyback Agreement and Task Authorization No 1 with CDM Smith, Inc

I. REGULAR AGENDA

- 23. Pie Guy – Targeted Business Program Incentive Contract (Continued on August 4, 2015)
- 24. First Reading - Ordinance No. 2015-28 - Enacting Section 2-276 Suspension and debarment
- 25. First Reading - Ordinance No. 2015-32 - Police Pension change
- 26. First Reading - Ordinance No. 2015-33 - Increasing Police Pension Board Terms to Four Years
- 27. Council Meeting Schedule for September 2015
- 28. Halifax Paving Lake Excavation Contract Progress Report
- 29. Options relating to 5126 Ridgewood Avenue (Nova One Tattoo/Johnson)

J. COMMENTS

- 30. City Attorney Comments
- 31. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

- 32. 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

L. 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

Regular City Council Meeting

08/18/2015

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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 08/18/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-27 - Amending City Code Sec 2-262, Purchase and sales procedures

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve on first reading Ordinance No. 2015-27, amending City Code Section 2-262 Purchase and Sales Procedures, clarifying spending authority for multiple purchases from the same vendor by different departments

SUMMARY: At the City council workshop on June 30, 2015, a discussion was held on purchase processes, specifically spending authority. Council requested that a reporting requirement be included with the initial proposed draft amendment to City Code Section 2-262-- Purchase and Sales Procedure. Additionally, two new ordinances were presented to Council dealing with bid protests, and suspension and debarment of vendors. This agenda item requests the approval on first reading of Ordinance 2015-27 amending Section 2-262 of the City of Port Orange Code of Ordinances.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2015-27	Ord. No. 2015-27.pdf
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Fenwick, Robin

Created/Initiated - 08/05/2015

ORDINANCE NO. 2015-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city annually spends significant dollars on purchasing goods and services, and accounts for expenditures pursuant to the requirements of law; and

WHEREAS, the city council has determined that the process of purchasing requires efficiency and legally sufficiency for enforcement; and

WHEREAS, the city council has determined that it is in the best interest of the city to amend the procedures as set forth in this Ordinance; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2, Section 2-262 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-262. - Purchase and sales procedures.

(a) *[Remain Unchanged]*

(b) No contract or purchase shall be subdivided to avoid the requirements of this article. Separate purchases from the same vendor by different departments for different purposes shall not be considered subdivided purchases. Such purchases will be reported to the city council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to ensure cost efficiency and maximize competition.

(c) – (f) *[Remain Unchanged]*

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR 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: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-29 - Adopting City Code Section 2-277 Bid protest

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-27, Bid Protests, adding City Code Section 2-277

SUMMARY: At the City council workshop on June 30, 2015, a discussion was held on our purchase process. Two new ordinances were presented to council dealing with Bid protests, and Suspension and Debarment of vendors. This agenda item requests the approval on first reading of Ordinance 2015-29 enacting a new Sec. 2-277 -- Bid Protest of the City of Port Orange Code of Ordinances.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-29	Ord. No. 2015-29 .pdf
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Fenwick, Robin

Created/Initiated - 08/05/2015

ORDINANCE NO. 2015-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, OF THE CODE OF ORDINANCES TO ESTABLISH SECTION 2-277 REGARDING BID PROTEST; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has determined that it is in the best interest of the city to establish procedures for bid protest as set forth in this Ordinance; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2, Section 2-277 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-277. – Bid protest.

1. Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and city holidays shall be excluded in the computation of the 72-hour time period established herein.

2. The formal written protest shall be filed with the Purchasing Manager, in writing within 10 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.
3. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.
4. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances, which require the continuance of the solicitation or contract award process without delay, in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties in the following manner:
 - a) As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to the City Manager, City Attorney, Department Head involved and Supervisor directly involved in the acquisition.
 - b) The Purchasing Manager shall schedule within 7 business days, excluding weekends and holidays a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
 - c) If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final, however, the protestor can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR 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: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-30 - Amending City Code Section 2-272 Alterations or modifications of contracts

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-30 on second reading, revising City Code Section 2-272 - **Alterations or modifications of contracts.**

SUMMARY: At the City Council Workshop on June 30, 2015; a presentation was made and discussion was held regarding change order process improvement. Based on that discussion staff has drafted the attached Ordinance amending the City Code to include the following:

- Provision for an Unforeseen Conditions Allowance
- Approval of changes within this allowance by staff
- If the allowance is exceeded, cost increases to be brought to Council
- Scope changes to be brought to Council
- Time changes to be brought to Council

The City Manager is empowered to approve changes resulting from emergency events. Such changes exceeding normal authority will be brought back to Council at the next meeting.

If no unforeseen condition allowance is established and approved for a project, then the City Manager retains authority up to \$25,000 for change orders.

The second reading of this Ordinance, if approved, will be on August 18, 2015.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-30	Ord. No. 2015-30.pdf
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Fenwick, Robin

Created/Initiated - 08/05/2015

ORDINANCE NO. 2015-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-272 OF THE CODE OF ORDINANCES REGARDING ALTERATIONS OR MODIFICATIONS OF CONTRACTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has determined that it is in the best interest of the city to amend the procedure for alterations or modifications of contracts as set forth in this Ordinance; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2, Section 2-272 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-272. - Alterations or modifications of contracts.

(a) Where in the opinion of the department head it becomes necessary for the prosecution of any work or improvement under contract to make alterations or modifications in such contract, such alterations or modifications may only be effected as follows:

(1) *Unforeseen conditions allowance.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.

- (2) *Change orders by city manager authority.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve change orders up to \$25,000.00 if an allowance is not included in the contract.
 - (3) *Emergency event.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to city council for ratification at the next available meeting, if the approval authority of the city manager has been exceeded or if the allowance has been exceeded.
 - (4) *Scope and time.* City council approval shall be required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement and previous award approval by council, if applicable. City council approval shall be required for changes in project time.
- (b) Except as expressly modified in a change order, all other terms and conditions of the modified contract shall remain in full force and effect

~~Any modification to any contract which changes the original contract price by more than \$25,000.00 must be authorized by the city council. Modifications to any contract which changes the original contract price by less than \$5,000.00 may be authorized by the respective department head. Modifications to any contract which changes the original contract price by more than \$5,000.00 but less than \$25,000.00 must have prior authorization by the city manager.~~

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR 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: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Spruce Creek High School Principal Todd Sparger

DEPARTMENT: City Clerk

RECOMMENDED MOTION:

SUMMARY: Todd Sparger would like to discuss the fees for police and fire services at football games to be held at Spruce Creek High School's "Pop Johnson" Field.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin

Created/Initiated - 08/13/2015

EDWARD S. DONINI
ATTORNEY AT LAW

RECEIVED

JUL 13 2015

City of Port Orange
City Manager

Fla. Bar 1993

NJ Bar 1978

Fed. Courts 1979

Former State Atty.

Amer. Assoc. for Justice

Fla. Bar Trial Section

610 Dunlawton Avenue
Suite 2
Port Orange, FL 32127
Tel. (386) 760-1941
LM7ed@aol.com
ESDonini@gmail.com

MAILING ADDRESS
P.O. Box 605
New Smyrna Beach, FL 32170

City of Port Orange
David Harden, City Mgr.
1000 City Center Circle
Port Orange, FL 32127

July 9, 2015 by mail and
by fax # (386) 756-5208

Dear Mr. Harden:

Re: The Spruce Creek – Public Records Request

This attorney is one of the officers in “Spruce Creek Rising, Inc.”, a non-profit representing the interests of a number of citizens who live on, or enjoy, the Spruce Creek in Port Orange, Florida. We are investigating the deterioration of the Spruce Creek.

In the last 30 – 35 years this tributary of the Halifax River (inland waterway) has decreased in depth, from 30 – 35 feet deep to an average of 3 – 4 feet in depth. Also, the mouth of the Spruce Creek, over which the Florida East Coast Rail Road traverses, has decreased from 350 feet to approximately 200 feet. This subject waterway has become completely darkened, with an unhealthy, muddy bottom.

We have found that there has been unpermitted, unlawful filling in, of the mouth of the Spruce Creek, with cement curbs, cinderblocks, non-indigenous stones and other debris, which is stifling the ebb and flow of water, into and out of the Spruce Creek. Said artificial inhibition of flow and artificial narrowing of the mouth of the Spruce Creek is directly related to the causation of said deterioration of the Spruce Creek.

At this time it is requested that you forward any and all tributary studies, environmental reports, habitat studies, endangered species records, photographs, DVDs, aerial photos and any other historical observations of the Spruce Creek done by the city at any time. Please contact my office and inform me of the cost, if same will exceed \$100.00.

This is also a Public Records Request, in accordance with Fla. Stat. 119.07(1)(c) and Silhan v. Allstate Ins. Co., 236 F.2d 1303 (N.D. Fla. 2002). Please also contact the undersigned to inform us of the estimated time you expect it to take to complete this request. Thank you very much.



EDWARD S. DONINI, ESQ.

CC: Robert W. Lloyd, Esq., Co-Director
ESD/pg

SPECIAL CITY COUNCIL MEETING/WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
JULY 28, 2015

THE SPECIAL CITY COUNCIL MEETING/WORKSHOP 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 Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Alan Rosen, Interim Assistant City Manager Margaret T. Roberts, City Attorney Theresa Gutierrez, Deputy City Clerk
	Absent:	Councilman Bob Ford

SPECIAL MEETING

4. Proposed Millage Rate

David Harden, Interim City Manager, presented the proposed budget for the general fund for the upcoming fiscal year.

Vice Mayor Bastian thanked Mr. Harden for the presentation.

Councilman Stiltner believes the overall maintenance of the City needs to be looked at better. He believes there are some one time expenditures that need to be made out of reserved funds.

Councilman Burnette said the proposed budget has captured what Council was looking for. He is very pleased with it. He showed concern on the million dollars on appropriating equity.

Mayor Green mentioned the items that were not funded for the proposed budget. Mayor Green would like to see additional help in the City Attorney's Office, Finance Department, and adding another Civil Engineer. He believes the budget overall

addressed the issues but believes the three (3) mentioned above need to be addressed and/or approved.

Councilman Stiltner asked about the reoccurring cost with the time and attendance software. Donna Steinbach, Administration Services Director, said there will be a reoccurring software charge for maintenance.

Mike Scadara, citizen, commended the City Manager for his hard work. He would like to see the employees in a compatible market place. He would like to see the rate be set as high as it can go so the City has the opportunity over the next several weeks to determine if the budget Mr. Harden proposed will be enough to make the employees competitive in the market place. He does not believe it does.

Ted Nofall, citizen, asked about the dollar values on the access pension contributions included in the budget. Mr. Harden said about \$280,000 for police. Ms. Riehm said general fund increased from 13% to about 15%. Mr. Nofall would like to see the dollar amount.

Councilman Burnette would like to work with a larger number. He said wage growths are not growing. If they propose any kind of increase he believes they have to be modest. Councilman Burnette also agreed with Mayor Green on hiring another City Attorney in the Legal Department.

Margaret Roberts, City Attorney, explained to Council that there will be savings when adding an attorney. The Legal Department is currently outsourcing with four (4) attorneys to complete the work of the City. The cost externally is more than double than what it would be to hire an inside attorney.

Councilman Stiltner would like to see the time management system be discussed more in depth.

Vice Mayor Bastian said a lot of the employees are homeowners in the City and their wages are not going up. He would like to be competitive in their own market. Vice Mayor Bastian would also like to see the body cams provided to the Police Department. He believes it's a valuable tool that would be for their safety and benefit.

Mayor Green is satisfied to stay at the current rate and work it down. He is not willing to go up at this time.

Motion to establish the proposed millage rate at 4.5589 mils was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Stiltner believes this will give an opportunity to start somewhere where they can work down from.

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

Motion to establish the 2016 general obligation millage rate at 0.4350 mills was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote after no public comments.

Motion to set the public hearing for the tentative millage rate and the tentative budget for Wednesday, September 9, 2015 and the final millage rate and the final budget on Tuesday, September 22, 2015 both at 6:30 p.m. in the City Council Chambers located at Port Orange City Hall was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote after no public comments.

The Special City Council meeting of the City of Port Orange was adjourned by Mayor Allen Green at 7:21 p.m. and the Council Workshop convened.

WORKSHOP ITEMS

5. Utilities System Financial Analysis

Andrew Burnham, Senior Vice Present of Burton & Associates, introduced himself to the Council. Mr. Burnham presented the Water & Sewer System Financial Condition Assessment.

Councilman Stiltner thanked Mr. Burnham for his presentation.

Councilman Burnette asked if Mr. Neff received what he needed out of the study. Mr. Neff said yes. Moving forward, one of the budget issues is to set up some master plans. This will be a tool they can use to evaluate financially how the City may want to handle certain projects. They are working with Finance so they can examine certain issues and understand the data better. Councilman Burnette thanked Mr. Burnham for his presentation.

Vice Mayor Bastian and Mayor Green also thanked Mr. Burnham for his presentation.

Mr. Noftall asked if there is a report to go along with the PowerPoint. Mr. Burnham said there will be a detailed report coming forward soon. Mr. Noftall also asked about the millions that were spent on meter replacements. He would like to see data on the issue.

ADJOURNMENT: 8:00 P.M.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
AUGUST 4, 2015

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 7:15 p.m.

Pledge of Allegiance

Invocation given by Father Chris Hoffman of Our Lady of Hope Catholic Church

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

PUBLIC HEARING

4. 2015 CDBG Annual Action Plan (5th Year)

Kent Donahue, PIO and Grants Coordinator, asked for public input and advised of the details of the 2015 Annual Action Plan for the CDBG.

Motion to approve the plan was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call.

Council asked to know the full cost of an audible pedestrian signal. Mr. Donahue will provide the information.

5. Second 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.

Mayor Green read Ordinance No. 2015-26.

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.

Motion to approve Ordinance No. 2015-26 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

AGENDA APPROVAL

Item #12(f) was pulled for further discussion. Item #12(m) was pulled from the Consent Agenda and will be discussed by the City Attorney under City Attorney Comments. No action is required for item 12(m). Item #19 was continued to August 18, 2015 per the applicant's request.

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

6. Comments/Concerns from Council Members

Mayor Green asked that Lil Bernard of Walmart, who is retiring, be honored by the City by adding her name to the Honor's Park.

Vice Mayor Bastian said there was a good turnout for National Night Out Against Crime.

Councilman Burnette asked if the Port Orange Police Department Lobby is available for use during Craigslist type transactions.

CONSENT AGENDA

7. Approval of Minutes
 - a. July 21, 2015 - Regular City Council Meeting
8. Resolution No. 15-43 - Updating Gopher Tortoise Relocation Site Policies & Fees
9. Resolution No. 15-44 - Dedication to the public of second segment of McGinnis Avenue west of South Williamson Blvd.
10. Stormwater Maintenance Progress
11. Historic Tree Removal - 6222 Yellowstone Drive
12. Bid Awards and Contract Items
 - a. Task Authorization No. 4 under the Contract for Engineering Services with Kimley-Horn and Associates
 - b. Task Authorization No. 3 to the Contract with Quentin L. Hampton Associates, Inc. for Engineer of Record Services; South Atlantic Avenue Water Main Replacement
 - c. Third Amendment to Agreement with Volusia County for fire suppression service in certain unincorporated areas.
 - d. Contract Award to Magellan Advisors, LLC, for RFP #15-22; Information Technology Strategic Plan
 - e. Agreement with Quentin L. Hampton & Associates, Inc. for Design and Permitting Services for Stormwater Drainage Improvements in the White Acres Area
 - f. Authorize Payment for City Utility Relocation per the Joint Project Agreement with Volusia County for South Atlantic Avenue Sidewalk/Roadway/Water System Improvements in Wilbur-by-the Sea
 - g. SunTrust Banking Services Contract Extension
 - h. Change Order No. 3 to McMahan Construction Contract for the Williamson Blvd. Regional Lift Station
 - i. Agreement with Dredging & Marine Consultants, LLC for Design and Permitting Services for Bank Stabilization at the City Center Retention Pond and Refurbishment of Causeway Docks
 - j. Agreement with Quentin L. Hampton & Associates, Inc. for Design Services to Replace Failing Culvert at Ryanwood Subdivision Entrance
 - k. Agreement with McKim & Creed Inc. for Design Services to Replace Failing Pipe Culverts under Pineland Avenue and Isabelle Avenue at Niver Street
 - l. Piggyback Volusia County Agreement with Lucity, Inc. to Purchase Public Works Asset Management Software
 - m. Modification of Johnson Contract with City for Sale and Purchase of 5126 Ridgewood Avenue
 - n. Extension of the Piggyback Agreement and Task Authorization No. 2 with RJH Technical Services, Inc.
 - o. Change Order No. 2 to the Contract for Services with Odyssey Manufacturing Company
13. Revised Employment Agreement for Michael H. "Jake" Johansson

14. Amended Employment Agreement for Interim City Manager, David T. Harden
15. Penna Court Motel - 4750 Ridgewood Avenue
 - a. Resolution No. 15-42 - Contract for Sale and Purchase of Real Property
 - b. Resolution No. 15-46 - Budget Appropriations to Fund Acquisition of the Penna Court Motel located at 4750 Ridgewood Avenue

Motion to approve consent agenda as modified was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Ted Nofall, citizen, expressed his concerns with the personnel projects not being released. Mr. Harden said they will be released when they are completed. Mr. Nofall doesn't understand how they cannot be finished if the budget documents are complete.

Item #12(f) – Mr. Nofall asked for specific details on this contract with the County. He believes the expenditures and revenues need to be tracked for this contract. Mr. Harden advised that breaking the system down and analyzing the system would be difficult and costly.

Motion to approve item #12(f) was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

REGULAR AGENDA

16. First Reading - Ordinance No. 2015-27 - Amending City Code Sec 2-262, Purchase and sales procedures

Mayor Green read Ordinance No. 2015-27.

ORDINANCE NO. 2015-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-27 on first reading was made by Vice Mayor Bastian, and Seconded by

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

17. First Reading - Ordinance No. 2015-29 - Adopting City Code Section 2-277
Bid protest

Mayor Green read Ordinance No. 2015-29.

ORDINANCE NO. 2015-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI,
DIVISION 2, OF THE CODE OF ORDINANCES TO ESTABLISH
SECTION 2-277 REGARDING BID PROTEST; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR
CODIFICATION; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-29
on first reading was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried
unanimously by roll call vote after no
public comments.

18. First Reading - Ordinance No. 2015-30 - Amending City Code Section 2-272
Alterations or modifications of contracts

Mayor Green read Ordinance No. 2015-30.

ORDINANCE NO. 2015-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI,
DIVISION 2, SECTION 2-272 OF THE CODE OF ORDINANCES
REGARDING ALTERATIONS OR MODIFICATIONS OF
CONTRACTS; PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-30
on first reading was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette.

Joseph Gomez, Purchasing Manager, explained the process on change orders.

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

19. Pie Guy – Targeted Business Program Incentive Contract

Prior to the meeting, the President asked that this item be continued until August 18, 2015 so that he can attend the Council meeting.

20. Fund Balance and Working Capital Policy

Alan Rosen, Interim Assistant City Manager, provided details of the changes.

Mayor Green asked for public comments; there were none.

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

21. Monthly Financial Report through June 2015

Ms. Riehm discussed details from the June 2015 financial report. The Statement of Cash Flows report was provided to Council.

Mayor Green asked for public comments; there were none.

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

22. Cypress Head Clubhouse

a. Contract award for Cypress Head Clubhouse Renovation

Susan Lovallo, Parks & Recreation Director, is available for questions from Council. She explained the details of the project.

Mayor Green asked if the glass is thermal. Frank Flagg, Facilities Manager, advised that the glass is insulated.

Motion to approve was made by Vice
Mayor Bastian, and Seconded by

Councilman Burnette. Motion carried unanimously by voice vote after no public comments.

b. Cypress Head Clubhouse HVAC System

Mr. Flagg discussed the issues with the HVAC system at the clubhouse. A brief discussion was held regarding the spiral duct option which was not used based on the recommendations of City and KemperSports Staff. Mayor Green asked if the HVAC work can be done through a change order. Ms. Roberts advised that timely of the project may not allow for competitive bidding. Mr. Flagg advised the A/C needs to begin at the same time of the other renovations. Staff recommended using the same contractor for all of the work. Once the design is complete, the full cost can be determined. The change order will be brought back to Council for approval.

Motion to approve the engineering and design of the HVAC system was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Stiltner asked if lighting was being changed. Mr. Flagg said no lighting is being changed per Council's direction.

Vice Mayor Bastian asked if the two 15 ton units will be enough. Mr. Flagg said yes, the firms have confirmed that it will be enough.

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

COMMENTS

23. City Attorney Comments

Ms. Roberts advised Council that the contract with Sandra Johnson has been breached as she has already sold the property to another individual. The new property owner is responsible for the fines. She will bring back information at a later meeting.

Ray Adams, citizen and new owner of the property, advised Council that he has secured the property and mowed the yard. He did not know of the full extent of the City liens. Mayor Green asked Mr. Adams to meet with the City Attorney to work out a plan.

24. Interim City Manager Comments

Mr. Harden had nothing further.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

- a. River to Sea TPO Board – Councilman Ford was absent; no report given.
- b. YMCA – Councilman Stiltner had nothing to report.
- c. General Employee's Pension Board – Councilman Stiltner – nothing to report.
- d. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette advised of the Morning Mix and Mingle on Friday at 9:00 a.m.

ADJOURNMENT: 8:17 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Resolution No. 15-45 - Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT)

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve Resolution No. 15-45 for the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT), and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Every fiscal year, the City of Port Orange enters into a traffic signal maintenance and compensation agreement with the Florida Department of Transportation (FDOT) that requires the City to maintain various traffic signals and related devices on State roads in the City in return for compensation from the FDOT. The FDOT requires City Council to approve a Resolution as part of the agreement. The compensation proposed for the new agreement is \$28,424.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution 15-45	.pdf
2.	FDOT Traffic Signal Maintenance and Compensation Agreement	FDOT Traffic Signal Maintenance Agmt. 2015.pdf

Fenwick, Robin
Adumuah, Branford
Roberts, Margaret
Harden, David

Created/Initiated - 07/23/2015
Approved - 07/23/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

RESOLUTION NO. 15- 45

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation will reimburse local governments for a portion of the costs to maintain and operate traffic signals on the state highway system; and

WHEREAS, the Florida Department of Transportation requires the City to enter into a compensation agreement in order to receive compensation; and

WHEREAS, the City entered into a Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation requires a Resolution from the City Council authorizing the Mayor and City Clerk to enter into a Traffic Signal Maintenance Compensation Agreement in order to provide reimbursement; and

WHEREAS, the public works staff has reviewed the proposed agreement and has determined that it is a standard FDOT maintenance agreement for this type of project.

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

Section 1. The City Council hereby approves the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "1".

Section 2. The Mayor and City Clerk are hereby authorized to execute the Traffic Signal Maintenance and Compensation Agreement.

Section 3. 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: _____
Assistant City Attorney

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CONTRACT NO. _____
 FINANCIAL PROJECT NO. _____
 F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Port Orange, Florida, a municipal corporation ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Section 163.01, F.S. to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
- a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
- a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

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

City of Port Orange, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: Allen Green

Title: Mayor

Attest: _____
Robin L. Fenwick, CMC

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 15/16						
Effective Date: July 1, 2015 To: June 30, 2016						
Maintaining Agency: City of Port Orange						
Section	MP	SR No.	Intersection	Agency	Conf.	fy 15/16
79010	27.704	5	Meeker Pl./Fire Station No. 1	Port Orange	FDS	\$1,064.00
79010	27.704	5	Herbert St.	Port Orange	TS	\$3,040.00
79190	2.299	5A	Village Trail	Port Orange	TS	\$3,040.00
79190	3.307	5A	Herbert St.	Port Orange	TS	\$3,040.00
79190	3.822	5A	Madeline Ave.	Port Orange	TS	\$3,040.00
79230	0.286	421	I-95 Northbound	Port Orange	TS	\$3,040.00
79230	0.730	421	Yorktown Blvd.	Port Orange	TS	\$3,040.00
79230	1.472	421	City Center Pkwy./Victoria Gardens Blvd.	Port Orange	TS	\$3,040.00
79230	1.880	421	Village Trail	Port Orange	TS	\$3,040.00
79230	3.292	421	Spruce Creek Rd.	Port Orange	TS	\$3,040.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum*:	\$28,424.00
------------------	-------------

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$28,424.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Resolution No. 15-47 – Vacating Sanitary Sewer Easement , Lots 1 and 2, Baltzegar Subdivision; 3664 and 3674 Nova Road

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Resolution No. 15-47, vacating a sanitary sewer easement located on Lots 1 and 2 of the Baltzegar Subdivision per the attached legal description and depiction, Exhibit “A”, subject to the enumerated conditions.

SUMMARY: Staff has received an easement vacation application for a sanitary sewer easement located on Lots 1 and 2 of the Baltzegar Subdivision. Circle K Stores, Inc., the property owner, has made this application in connection with the proposed redevelopment of the site. Staff has required the replacement of a sewer main located in the existing easement and the establishment of a new easement properly sized per current code requirements.

The easement vacation application and legal description have been reviewed for completeness and accuracy. The sewer and easement area have been inspected with respect to City codes and possible effects on adjacent properties. Construction requirements addressed on the development plans will ensure that sewer service to adjacent properties remains uninterrupted. City departments have reviewed this request and have requested that vacating the existing easement be made conditional upon the execution of a unity of title agreement, a site improvement agreement, and payment and performance bond prior to site construction permit issuance, as well as the completion and approval of the relocated sewer main, as-built drawings, the execution of the replacement easement, and a one-year maintenance bond.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Resolution No. 15-47	2015_08_12_15_58_42.pdf
2.	Property Location Map	sewer locate map.pdf
3.	Aerial Map	sewer aerial.pdf
4.	Easement Vacation Area	sewer site.pdf
5.	Proposed Replacement Easement	replacement easement.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 07/30/2015
Approved - 07/30/2015
Approved - 08/12/2015
Final Approval - 08/13/2015

RESOLUTION NO. 15-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CONDITIONALLY VACATING A 15' WIDE PLATTED UTILITY EASEMENT LOCATED ON LOTS 1 AND 2 OF THE BALTZEGAR SUBDIVISION IN CONJUNCTION WITH THE PROPOSED CIRCLE K DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Circle K Stores Inc., a Texas corporation, (herein referred to as the "Owner") is the record owner of Lots 1 and 2 of the Baltzegar Subdivision, according to the deeds recorded in Official Records Book 7109, Page 2992 ("Lot 1"); and Book 5972, Page 4778 ("Lot 2") of the Public Records of Volusia County, Florida; and

WHEREAS, the Owner has applied for the vacation of a 15' wide platted utility easement located on Lots 1 and 2 of the Baltzegar Subdivision (more accurately described and depicted on **Exhibit "A"**), in conjunction with the proposed Circle K development; 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 (2014); and

WHEREAS, the vacation of said easement is made conditional upon the requirements set forth herein.

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

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in the 15' wide platted utility easement described and depicted in the attached **Exhibit "A"**, upon completion of the conditions listed below, is declared to be vacated and abandoned, and any right, title and interest of the City of Port Orange in and to the attached easement is hereby vacated are renounced and disclaimed. All other easements located on Lots 1 and 2 of the Baltzgar Subdivision, not previously vacated shall remain in full force and effect.

Section 2. The vacation described above shall be conditioned upon the following:

- a. Payment by the Owner of all currently outstanding property taxes;
- b. City's receipt of executed Site Improvement Agreement for proposed public improvements;
- c. City's receipt of executed Unity of Title Agreement;
- d. Satisfactory completion of the rebuilt and/or relocated utility lines;
- e. The City's receipt of the as-builts for the rebuilt and/or relocated utility lines; and
- f. Recording of a replacement utility easement.

Section 3. By application, acceptance and recording of a certified copy of this Resolution, the Owner acknowledges and accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 4. This resolution shall become effective upon simultaneous recording of the replacement easement, and 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: _____
Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The 15.00-feet wide Sanitary Sewer Easement located along the southwesterly boundary of Lot 1 and Lot 2 of the Baltzegar Subdivision as per plat recorded in Map Book 40, Page 193, of the Public Records of Volusia County, Florida.

FILED - RECORD
MAILED - RECORDED
JUN 9 1 37 PM '86

A PORTION OF LOT 1, BLOCK 24, DUNLAWTON SUB. VOLUSIA CO., PORT ORANGE, FLORIDA

LEGAL DESCRIPTION:

LOT 1, BLOCK 24, DULWANTON, AS RECORDED IN DEED BOOK "M", PAGE 182, PUBLIC RECORDS OF VOLUNTIA COUNTY, FLORIDA, EXCEPTING THAT USED FOR B. N. NO. 418 AND THAT CORNER BEING NOW PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 25°34'30" WEST ALONG THE WESTERLY LINE OF DULWANTON SUBDIVISION TO THE POINT OF BEGINNING; THENCE RUN NORTH 10°00'00" WEST ALONG THE SOUTHERLY INTERIOR CORNER-OF-WAY OF WEST HERBERT STREET A DISTANCE OF 100 FEET; THENCE RUN SOUTH 64°42'30" WEST ALONG THE WESTERLY LINE OF SAID STREET A DISTANCE OF 100 FEET; THENCE RUN SOUTH 25°34'30" WEST ALONG THE WESTERLY LINE OF NOVA ROAD (S.R. 418); THENCE RUN SOUTH 25°34'30" WEST ALONG THE WESTERLY LINE OF NOVA ROAD A DISTANCE OF 140.00 FEET; THENCE SOUTH 25°34'30" WEST ALONG THE WESTERLY LINE OF NOVA ROAD A DISTANCE OF 142.06 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.666 ACRES MORE OR LESS.

NOVA ROAD (100' R/W) SR 415

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED BALTZGATE SUBDIVISION, LOCATED IN VOLusia COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DEDICATES ALL UTILITY EASEMENTS, RIGHTS-OF-WAY AND THOROUGHFARES SHOWN OR DESCRIBED THEREIN TO THE PERPETUAL USE OF THE PUBLIC, FOR PROPER PURPOSES AND IN WITNESS WHEREOF HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE PERSONS

440
Esther Finkell

SIGNED AND SEALED IN THE PRESENCE OF

THIS IS TO CERTIFY THAT ON 10/26/65
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE
ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID
PERSONALLY APPEARED James Earl Ray and Estelle Frankel
TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND WHO
ACKNOWLEDGED THE EXECUTION THEREOF TO BE SEVERALLY
AND JOINTLY THE ACTS AND DEEDS OF THEM AND
WHOM THEY CLAIM TO BE AND WHOSE NAMES THEY HAVE
AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND SEAL IN THE STATE AND COUNTY LAST
AFORESAID, THIS 26th DAY OF October,
1965.

NY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF FLORIDA

CERTIFICATE OF SURVEYOR

WHEN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED,
BEING A LICENSED AND REGISTERED LAND SURVEYOR IN THE
STATE OF FLORIDA DO HEREBY CERTIFY THAT ON 10-
29-85 HE CONDUCTED THE SURVEY OF THE LANDS AS
SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A
CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED
AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE
BEEN PLACED AS SHOWN AS REQUIRED BY CHAPTER 177,
FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN
VOLUNTEER COUNTY FLORIDA.

LARRY R. EPHO REGISTERED LAND SURVEYOR
PHILLIPS / EPHO
PROFESSIONAL LAND SURVEYORS
834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32017
904-255-1095

CERTIFICATE OF APPROVAL
BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA

THIS IS TO CERTIFY THAT ON 12/16/85
THE FOREGOING PLAY WAS APPROVED BY THE COUNCIL OF THE
CITY OF FORT WORTH, TEXAS.

J. B. Baker
Treasurer of the City of Port Orange

ATTEST:
Marion Zeeuw
CITY CLERK OF THE CITY OF PORT ORANGE, FLORIDA

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON 12/20/85
THE FOREGOING PLAT WAS APPROVED BY

John H. Long
CITY ENGINEER

Wm. H. Long
CITY ATTORNEY

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING
 PLAT AND FIND THAT IT COMPILES IN FORM WITH ALL THE
 REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS
 FILED FOR RECORD ON 1-9-86 AT

FILE 100-45091

ED V. JAMES E. D.C.
CLERK OF THE CIRCUIT COURT, IN AND FOR VOLUSIA COUNTY

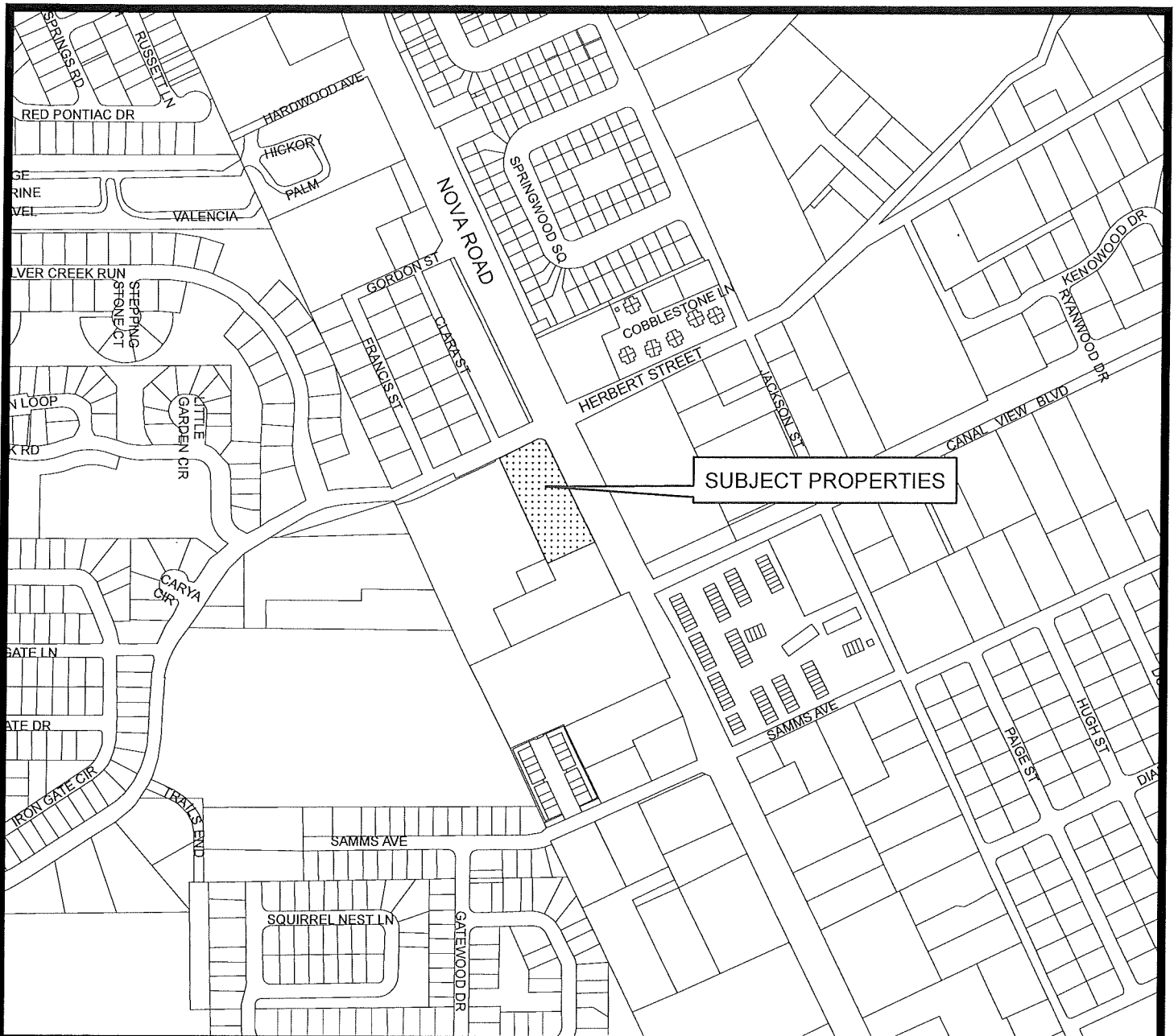
CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

THE PORT ORANGE PLANNING COMMISSION HEREBY APPROVED THE FINAL PLAT ENTITLED BALTZEGAR SUBDIVISION. DATE: Nov. 26, 1985

Judy L. Gordon
CHAIRMAN, PORT ORANGE PLANNING COMMISSION

DENOTES PERMANENT REFERENCE MONUMENT STAMPED 0.1.5. 2045

EXHIBIT "A"



Case No.: 15-35000004

Applicant: Circle K Stores, Inc.

Location: Lot 1 and Lot 2,
Baltzegar Subdivision
(3664 and 3674 Nova Road)

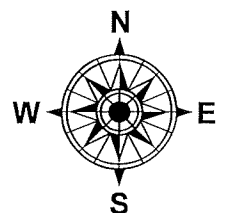
Requested Action: To vacate a
15.00-foot wide
Sanitary Sewer
Easement located
on Lot 1 and Lot 2
of the Baltzegar
Subdivision

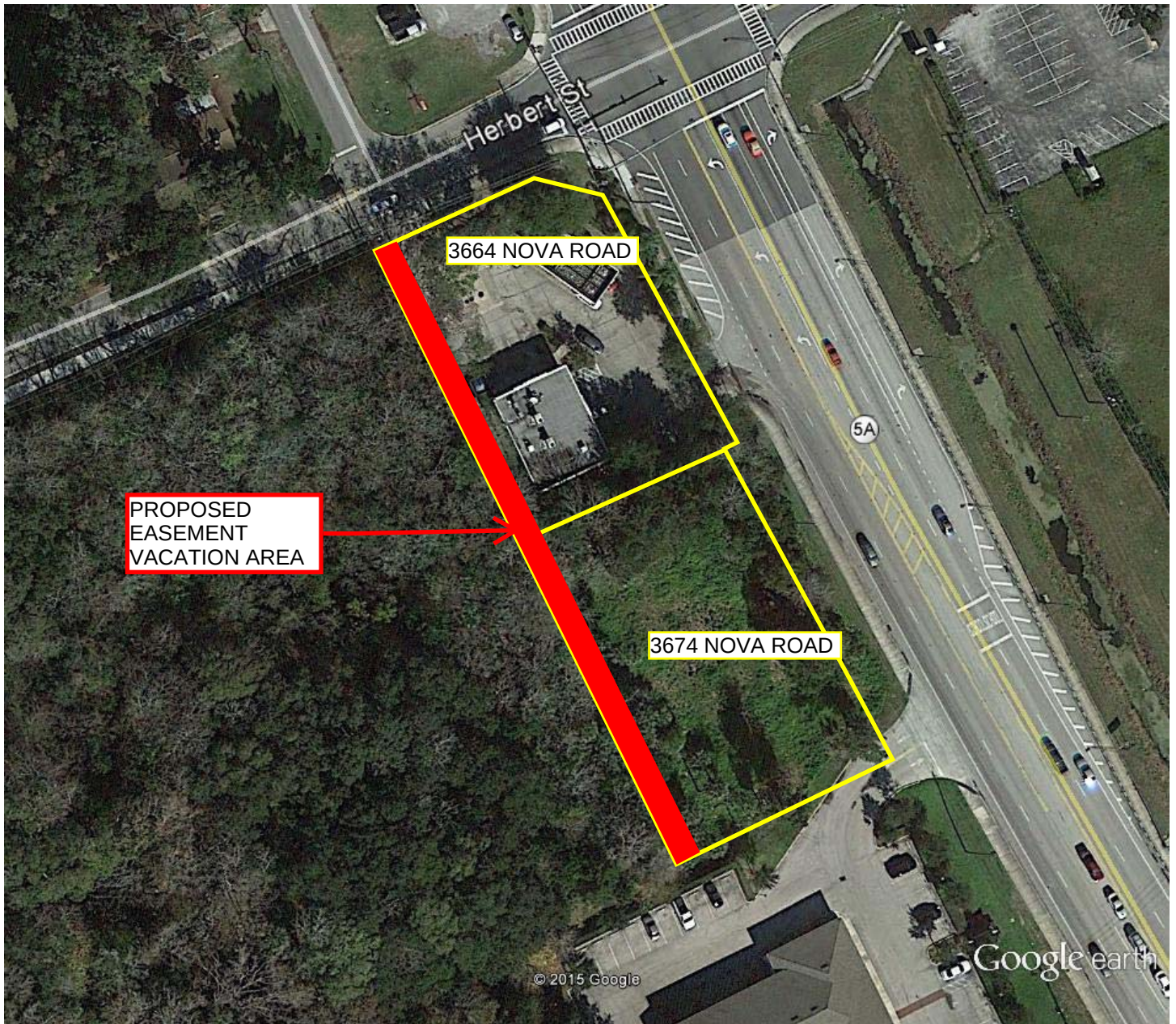


Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



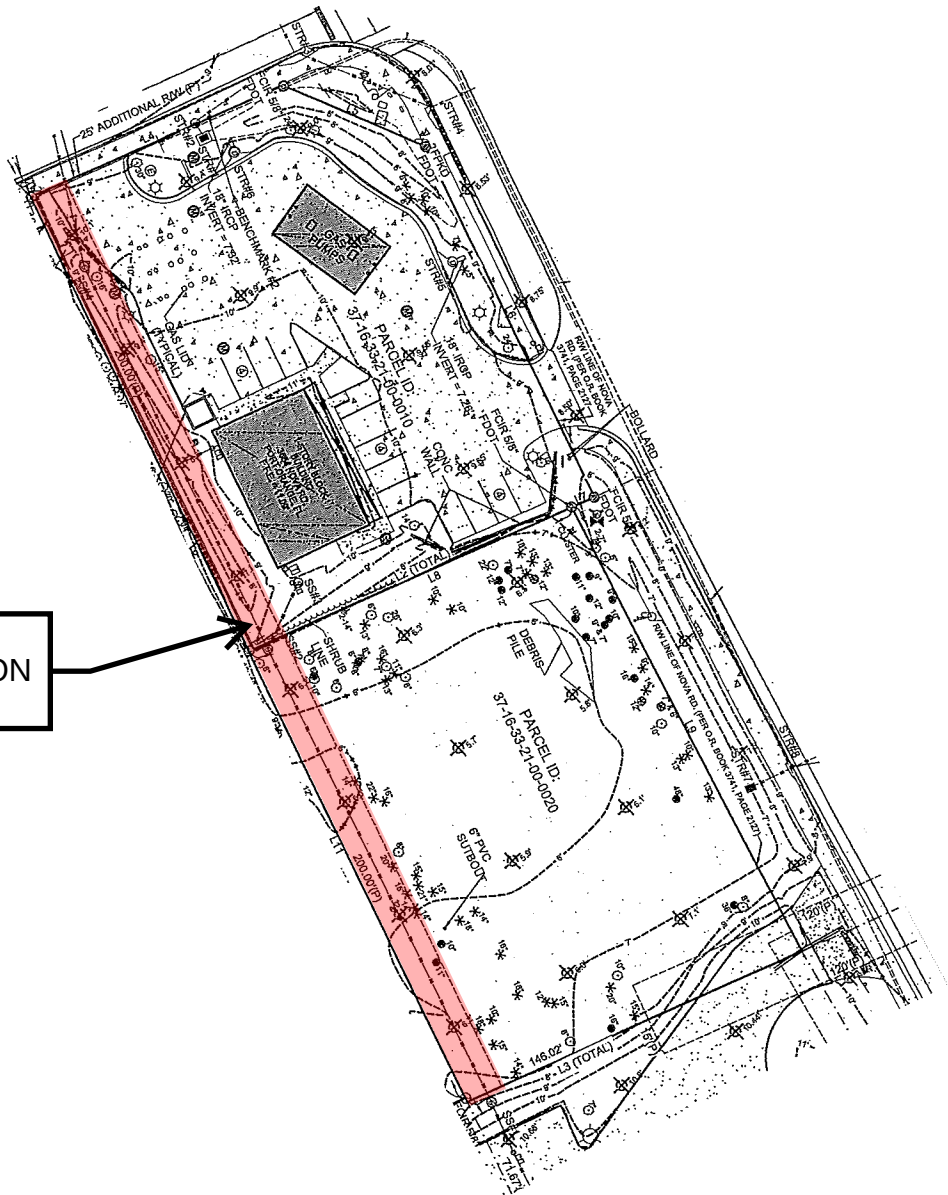


Google earth

feet
meters



PROPOSED
EASEMENT VACATION
AREA



Case No.: 15-35000004

Applicant: Circle K Stores, Inc.

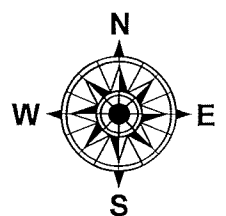
Location: Lot 1 and Lot 2,
Baltzegar Subdivision
(3664 and 3674 Nova Road)

Requested Action: To vacate a
15.00-foot wide
Sanitary Sewer
Easement located
on Lot 1 and Lot 2
of the Baltzegar
Subdivision



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



**SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
VOLUSIA COUNTY, FLORIDA**

DESCRIPTION : PROPOSED SEWER EASEMENT

COMMENCE AT A FOUND X-CUT AT THE NORTHWEST CORNER OF PARCEL ID 37-16-33-21-00-0010, THENCE N65°16'18"E, A DISTANCE OF 4.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°16'18"E, A DISTANCE OF 20.36 FEET; THENCE S13°55'34"E, A DISTANCE OF 21.45 FEET; THENCE S25°57'44"E, A DISTANCE OF 197.79 FEET; THENCE S25°20'53"E, A DISTANCE OF 181.11 FEET; THENCE S65°16'18"W, A DISTANCE OF 18.58 FEET; THENCE N25°57'45"W, A DISTANCE OF 1.67 FEET; THENCE S64°35'30"W, A DISTANCE OF 1.40 FEET; THENCE N25°20'53"W, A DISTANCE OF 179.13 FEET; THENCE N25°57'44"W, A DISTANCE OF 199.79 FEET; THENCE N13°55'34"W, A DISTANCE OF 19.74 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES :

- 1) THIS IS A SKETCH OF DESCRIPTION ONLY, PREPARED UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. THIS IS NOT A BOUNDARY SURVEY.
- 2) BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 415), AS BEING SOUTH 26°12'15" EAST (PLAT) AND SOUTH 25°57'30" EAST (GRID)
- 3) THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP, BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5) THIS SKETCH OF DESCRIPTION IS BASED ON AN UNRECORDED BOUNDARY SURVEY PERFORMED BY KCI TECHNOLOGIES, INC., DATED JANUARY 9, 2015, JOB NUMBER 61146286.

****THIS SURVEY IS NOT VALID UNLESS
SHEETS 1-2 ARE BOUND TOGETHER****

CERTIFIED TO:
CITY OF PORT ORANGE

KCI JOB #61146286		
REV#	REVISION	DATE
0	ISSUED	6/25/15

THIS SURVEY WAS MADE
UNDER MY DIRECTION.
NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

JAMES M. GELLENTHIN
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 5906



KCI
TECHNOLOGIES

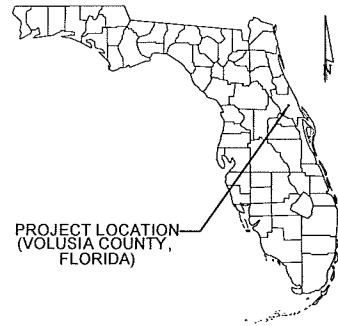
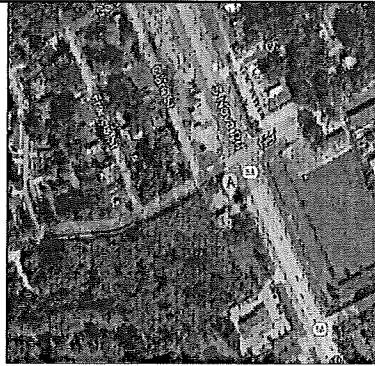
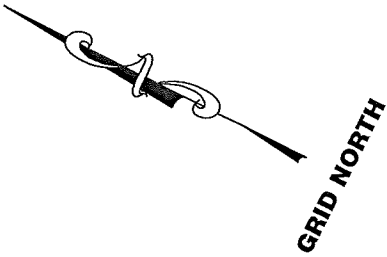
KCI TECHNOLOGIES
ENGINEERS, SURVEYORS AND PLANNERS
LICENSED BUSINESS # 6901

10401 HIGHLAND MANOR DRIVE, SUITE 120
TAMPA, FL 33610
PHONE (813) 740-2300 * FAX (813) 740-0159

PROPOSED SEWER EASEMENT

DATE:	SCALE:	SHEET:
JUNE 25, 2015	NTS	1 OF 2

**SECTION 37, TOWNSHIP 16
SOUTH, RANGE 33 EAST,
VOLUSIA COUNTY, FLORIDA**



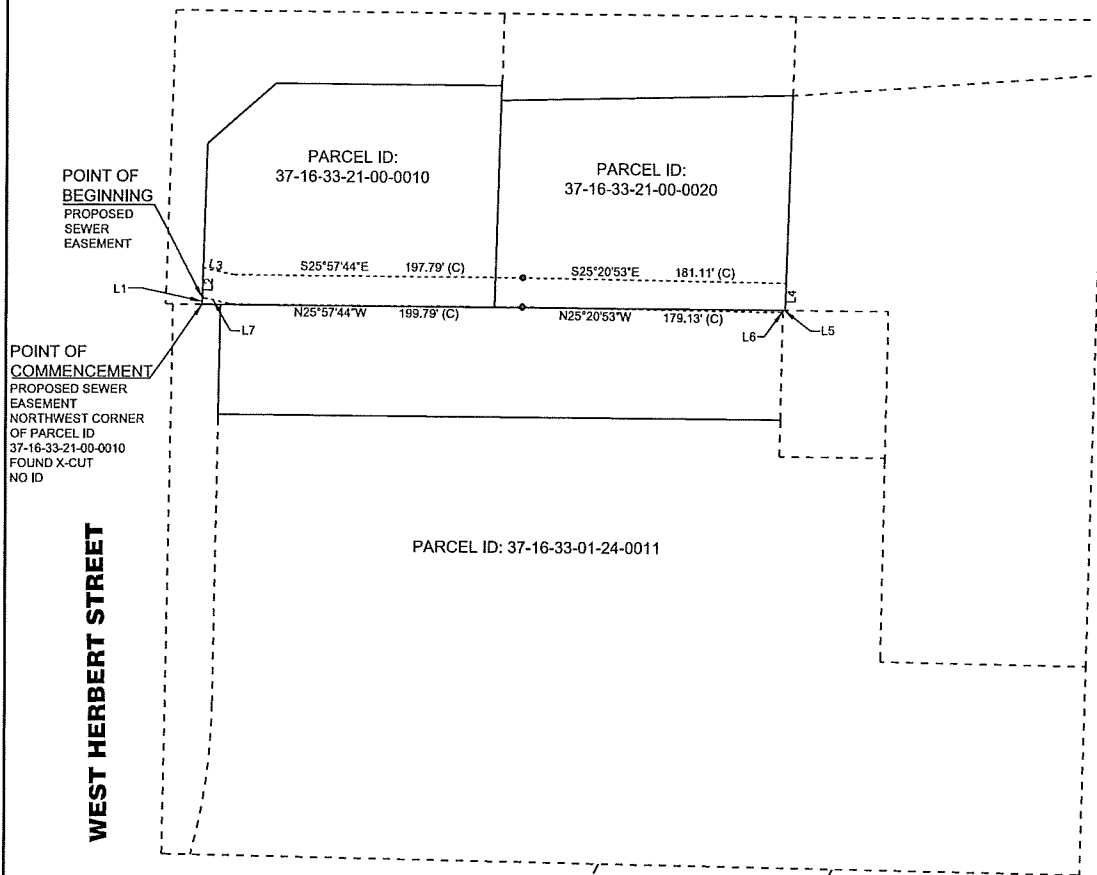
LEGEND

(C) = CALCULATED

GRAPHIC SCALE



NOVA ROAD (SR 415)



LINE TABLE

LINE	BEARING	DISTANCE
L1	N65°16'18"E	4.61'(C)
L2	N65°16'18"E	20.36'(C)
L3	S13°55'34"E	21.45'(C)
L4	S65°16'18"W	18.58'(C)
L5	N25°57'45"W	1.67'(C)
L6	S64°35'30"W	1.40'(C)
L7	N13°55'34"W	19.74'(C)

****THIS SURVEY IS NOT VALID
UNLESS SHEETS 1-2 ARE
BOUND TOGETHER****



KCI TECHNOLOGIES
ENGINEERS, SURVEYORS AND PLANNERS
LICENSED BUSINESS # 6901
10401 HIGHLAND MANOR DRIVE, SUITE 120
TAMPA, FL 33610
PHONE (813) 740-2300 * FAX (813) 740-0159

PROPOSED SEWER EASEMENT

DATE: JUNE 25, 2015 SCALE: 1" = 100' SHEET: 2 OF 2



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Resolution No. 15-48 - Supporting Volusia County's Local Mitigation Plan

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution 15-48 supporting Volusia County's Local Mitigation Plan.

SUMMARY: This resolution confirms the city's support of local emergency management efforts. Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease our vulnerability to natural or man caused disasters.

Those sections of the Local Mitigation Plan being endorsed by the Resolution are attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-48	Reso. No. 15-48.pdf
2.	2015 LMS Plan Purpose & City Information	2015 LMS Plan Purpose & City Info..pdf

Donahue, Kent
Harden, David
Clark, Wayne
Harden, David

Created/Initiated - 08/04/2015
Approved - 08/04/2015
Approved - 08/04/2015
Final Approval - 08/04/2015

RESOLUTION NO. 15- 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING SUPPORT FOR THE VOLUSIA COUNTY
LOCAL MITIGATION STRATEGY; PROVIDING AN
EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City of Port Orange realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, the City of Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, City of Port Orange representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of areas of Port Orange to the impacts of future disasters; and

WHEREAS, Port Orange representatives and staff have reviewed the information provided by or for other participating jurisdictions and organizations, including the projects and programs they have proposed for incorporation into the Volusia County Local Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the current edition of the Volusia County Local Mitigation Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

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

Section 1. The City of Port Orange hereby accepts and approves of its designated portion of the Volusia County Local Mitigation Plan.

Section 2. The City of Port Orange accepts and endorses the mitigation goals and objectives established by Volusia Prepares for the countywide plan, and the anticipated schedule for the next updating of the plan.

Section 3. The City of Port Orange finds that the proposed mitigation projects and programs included in the plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicates the mitigation proposals made by the city itself.

Section 4. The agency personnel of the City of Port Orange are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

Section 5. The agencies and organizations within the City of Port Orange will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the strategy.

Section 6. The City of Port Orange will continue to participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

Section 7. The City of Port Orange will further seek to encourage the businesses, industries and community groups operating within Port Orange to also participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

1.2 PURPOSE

The purpose of the Volusia County Multi-jurisdictional LMS is to:

- ▶ **Provide a comprehensive update to the *Volusia County Local Hazard Mitigation Plan*, as amended in 2009 that is compliant with federal and state requirements.**
 - This Plan is intended to assist participating jurisdictions to comply with requirements in order to expedite the response and recovery process. In addition, compliance is often required to obtain state and federal funding for pre-disaster mitigation projects and post-disaster situations. This Plan allows participating jurisdictions to quickly assemble the necessary grant application materials when seeking funding.
- ▶ **Provide a methodical, substantive approach to mitigation planning.**
 - The use of a methodical approach ensures that each step in the planning process builds upon the last, resulting in a high level of assurance that proposed mitigation actions have a valid basis.
- ▶ **Enhance public awareness and understanding of hazard mitigation planning.**
 - Engaging the public in the local mitigation planning process shapes the goals, objectives and policies in this Plan. Further, it provides a method for educating the public on how to protect themselves from the impacts of hazards.
- ▶ **Create a decision tool for management.**
 - This plan provides local managers, leaders and officials with the tools needed to reduce vulnerabilities to future hazard events.
- ▶ **Enhance local policies for hazard mitigation capability.**
 - The Capability Assessment found in Section 7 outlines the policies in Volusia County and the participating jurisdictions to reduce hazard vulnerability. Volusia County the participating jurisdictions aim to enhance and create policies to address mitigating the impacts of a hazard if such policies do not already exist.
- ▶ **Assure inter-jurisdictional coordination of mitigation-related programming.**
 - By creating a multi-jurisdictional plan, this Plan ensures coordination of mitigation activities. This ensures that mitigation actions proposed or implemented by one jurisdiction will be compatible with the actions pursued by another.
- ▶ **Provide jurisdiction-specific hazard mitigation vulnerability assessments and actions.**
 - The vulnerability of each jurisdiction will be outlined in the Vulnerability Assessment. Further, each jurisdiction, based on its vulnerability, will have actions to address hazard vulnerability.

GOALS AND OBJECTIVES: PORT ORANGE

GOAL – Provide an efficient and effective drainage and storm water management system which, to the maximum extent practical, protects persons and property from flooding, prevents negative impacts to the groundwater aquifer, and safeguards surface waters against erosion and degradation of quality.

Objective: To provide a storm water management level-of-service that will eliminate existing local flooding during the 25-year, 24-hour storm, and require all new development to provide storm water management facilities based on a 25-year, 24-hour storm event.

Policy: Continue to utilize the Port Orange Master Drainage Plan, which establishes high water elevations, addresses existing deficiencies, and coordinates the construction of new facilities.

Policy: Utilize the full carrying capacity of the existing culverts and ditches. The City will perform annual inspections of system elements to ascertain whether ditches have been maintained and culverts cleaned.

Policy: Review on a yearly basis the priorities for replacement, correction of facility deficiencies, and provision of future drainage facility needs. These priorities will be based on those facilities that: 1) have failed or have a high probability of failure; and 2) will meet future capacity needs. The City shall establish a construction schedule for identified improvements in order to meet the future needs of flood control and storm water management.

GOAL – Lessen the impact of a destructive storm on human life, property, public facilities and natural resources.

Objective: To utilize land development regulations that minimizes danger to life and property.

Policy: If constructed, all public facilities in the Coastal High Hazard Area, where necessary and appropriate, shall be flood-proof to ensure minimum damages from storms and hurricanes.

Policy: City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage.

Policy: Incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate.

Policy: Continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming.

Policy: Continue to participate in the National Flood Insurance Program (NFIP).

Policy: Continue to pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS).

GOAL – Conserve, protect, manage, restore, and enhance the City's air, water, and soil resources in order to maintain a living environment that supports a healthy population and does not cause illness.

Objective: To protect, enhance and improve the ambient water quality of surface waters within the City.

Policy: On-site waste treatment system facilities and drain fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetland as possible.

GOAL – Conserve, protect, manage, restore, and enhance the functional, aesthetic, and qualitative value of the natural environment for the benefit of present and future generations.

Objective: To protect the natural function of the 100-year floodplains of Spruce Creek, the Halifax River, and their tributaries. In accordance with the provisions of the Comprehensive Plan, the City shall enforce development regulations, to maintain the capability of floodplains to carry, store and filter flood waters.

Policy: Continue the use of the Conservation land use designation, as well as the Floodplain-Conservation (F-C) Zoning District, to protect the natural functions of floodplains and shorelines.

Policy: Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, through the public acquisition of historic floodplain lands. Various state, regional, and local acquisition programs shall be used for this purpose.

Policy: No fill will be allowed in the Floodplain-Conservation (F-C) Zoning District that will decrease the flood carrying capacity of the riverine floodplain.

Policy: No fill will be allowed in isolated floodplain pockets that will decrease the flood storage capacity of depressional wetlands.

Policy: If any filling of land occurs during site design such that the volume of floodplain storage would be reduced, an equal volume of soil shall be excavated within the same floodplain to provide compensatory storage.

Policy: Ensure that fill material or other structures do not adversely obstruct the natural movement of floodwater overland sheet flow or pose a threat to the public health, safety, and welfare.

Policy: Encourage the development of a strict floodplain management program by state, regional, and local governments designed to preserve hydrologically significant wetlands and other natural floodplain features.

PORT ORANGE

The City of Port Orange is located along the inter-coastal water way and is one of the higher-risk municipalities in terms of flooding in Volusia County.

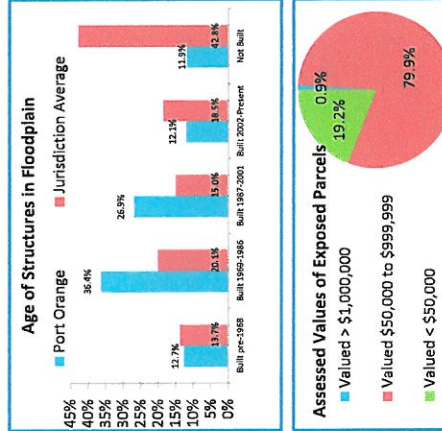
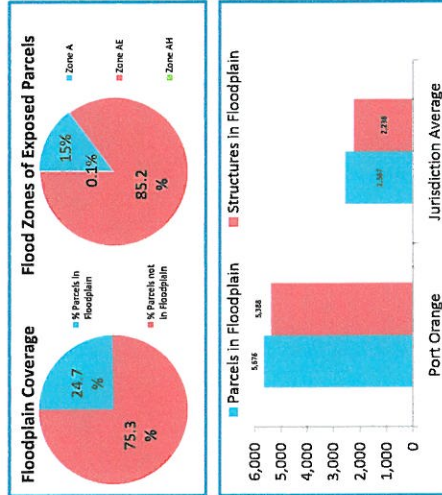
Approximately 24.7% of parcels within the city are somewhat or completely within the 100-Year Floodplain, with 85% in Flood Zone AE, 15% in Flood Zone A and less than 0.1% in Flood Zone AH. This amounts to 5,676 parcels and 5,388 buildings within the floodplain city wide, both well above County averages.

The parcels exposed to the floodplain in the city of Port Orange are much older than those of other jurisdictions, with 36.4% developed between 1969 and 1986 and 26.9% developed between 1987 and 2001.

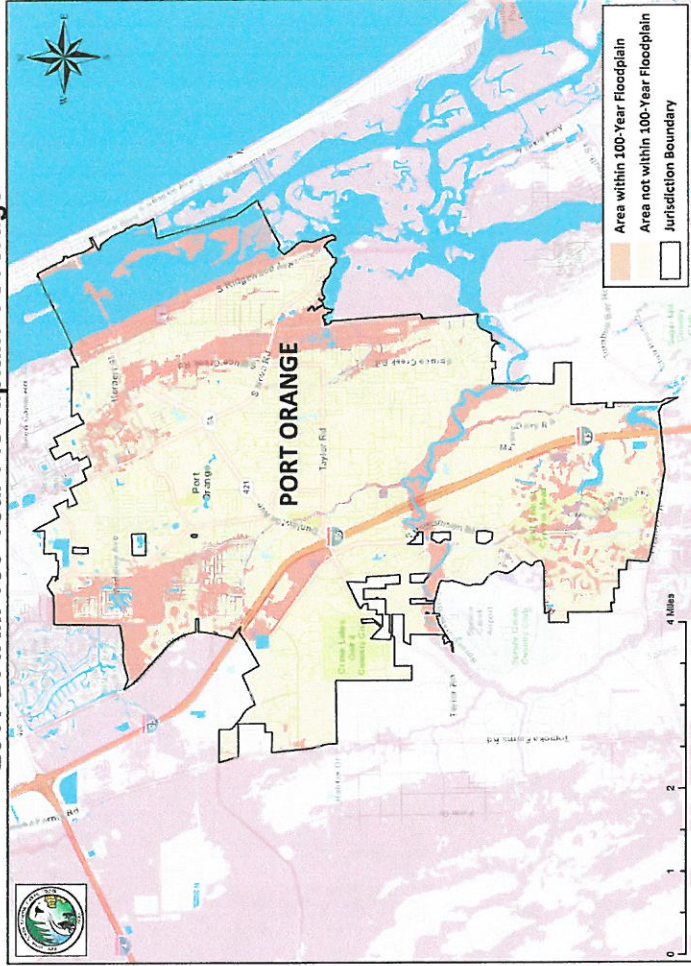
There is approximately \$670,809,916 in taxable property value within the 100-Year Floodplain in Port Orange, which is well above the jurisdiction average of \$318,247,047. While Port Orange is large in terms of geography and number of parcels, the flood risk remains inherent due to its position relative to local flooding sources.

The future land use designations of exposed areas are primarily residential, with 68.4% of total land coverage (minus conservation) allocated to that land use.

Port Orange Floodplain Profile



2011 DFIRM 100-Year Floodplain Coverage



This map is intended to be used for planning purposes only and is not to be construed as a legal document.
Sources: FEMA, Volusia County and Municipalities, 2013

Future Land Use Designation of Exposed Parcels			
Land Use	Average	Percent of Exposed Land	
Low Density Residential	1,214	42.5%	
Med-Hi Den. Residential	741	25.9%	
Commercial/Office	255	9.3%	
Mixed Use	92	2.9%	
Institutional/Public	254	9.2%	
Industrial	139	4.5%	
Planned Development	152	5.7%	
Agriculture	0	0.0%	
Recreation	0	0.0%	

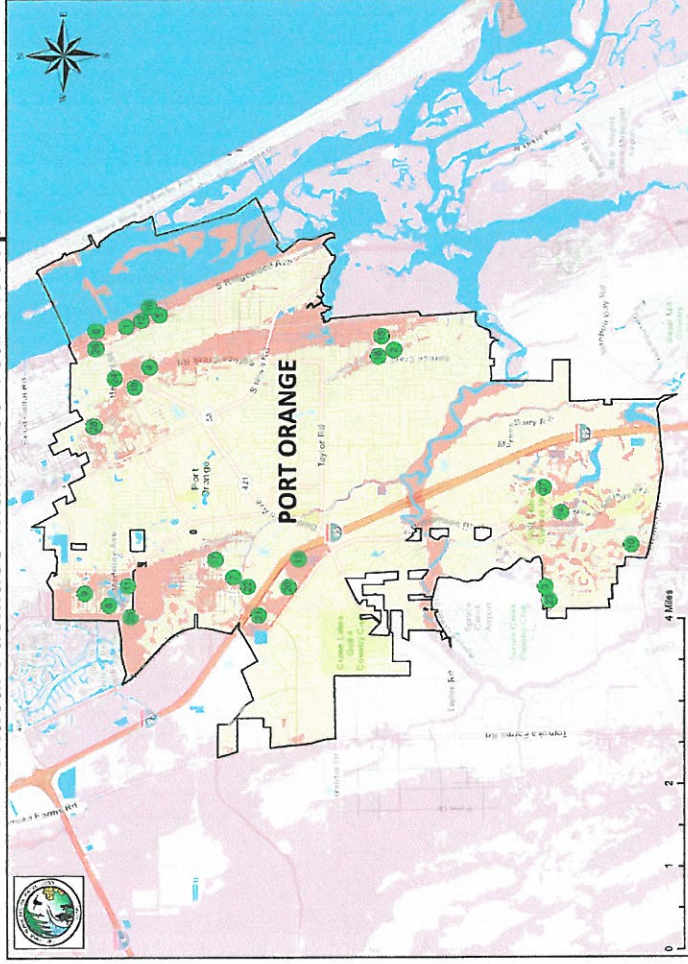
Total Financial Values of Exposed Parcels			
Value	Port Orange	Jurisdiction Average	
Land Value	\$3,625,290	\$192,553,723	
Property Value	\$319,259,459	\$4,19,027,397	
Taxable Value	\$570,809,916	\$318,247,047	
Tax Base Exposure	\$16,317,317	\$7,570,866	

Priority Mitigation/Improvement Projects	
Project	Type
1. Hardening of Cambridge Canal	Capital Improvements
2. Sweetwater Hills Drainage	Capital Improvements
3. Stormwater Pump Station in The Woods	Capital Improvements
4. N.W. Property Regional Stormwater Pond	Acquisition/Development
5. Sleepy Hollow Drainage	Capital Improvements

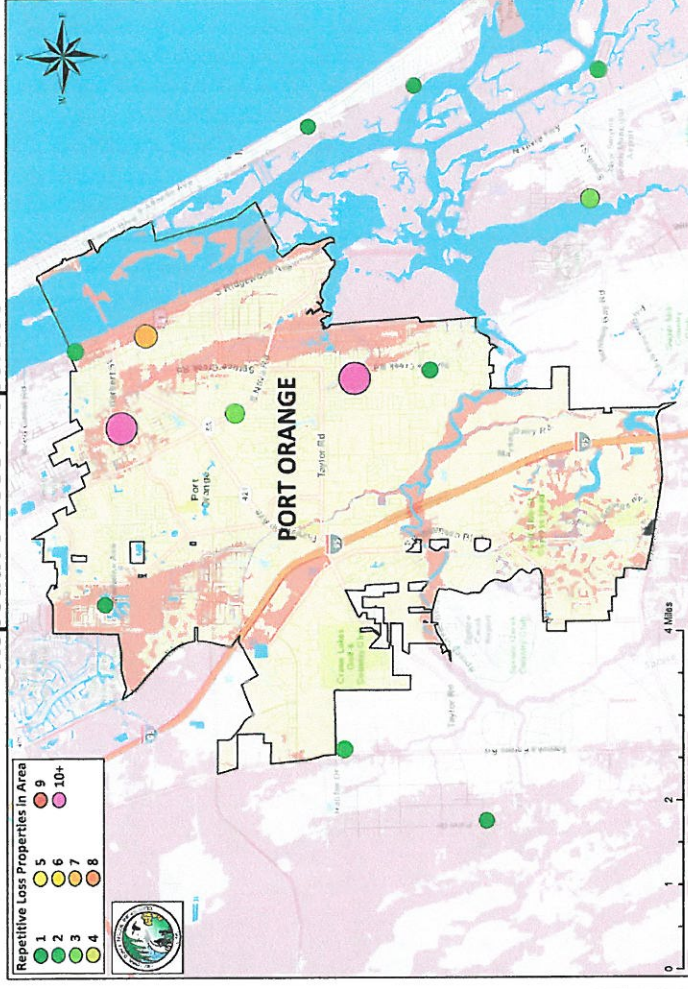
*Please reference the City of Port Orange Mitigation Action Plan for a listing of additional projects within the city.

Floodplain Change - 2007 DFIRM to 2011 DFIRM			
Parcels	Nominal Change	Percentage Change	Countywide Change
Structures	771	5.7%	1.4%
Land Value	\$51,993,361	25.7%	2.9%
Property Value	\$55,992,478	3.2%	1.6%
Taxable Value	\$5,749,216	2.7%	0.5%

Critical Facilities within 100-Year Floodplain



Repetitive Loss Properties

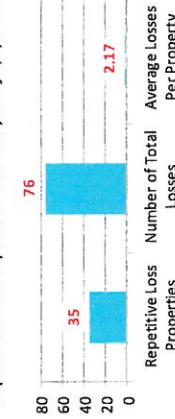


Critical Facilities within 100-Year Floodplain or Storm Surge

Facility	Type	Facility	Type
1. Port Orange Fire Station #71	Admin	14. Cypress Head Golf Club/Gamble	Other
2. Port Orange Fire Station #72	Admin	15. Paradise Manor	Other
2. Spruce Creek Road Park	Other	16. Riverview AIF	Other
3. Port Orange Fire Station #74	Admin	17. Sandra Prouse	Other
4. PO4 Evacuation Ambulance***	Admin	18. Garden in the Woods	Other
4. FLO020559 Sewage Treatment	Sewage Treat.	19. The Armory of Daytona Beach	Other
4. Port Orange Water Treatment Plant	Water Treat.	20. US Foods	Other
4. Waste Water Laboratory	Water Treat.	21. Raydon	Other
4. Waste Water Treatment Plant	Water Treat.	22. Horizon Elementary School	School
5. Adult Activity Center	Assisted Living	23. Creekside Middle School	School
6. Senior Center	Assisted Living	24. Montessori Magis Preschool	School
7. Fran's Elderly Care	Assisted Living	25. Debra LaRubbio Family Day Care	School
8. Bayside Care Center	Assisted Living	26. Academy of Martial Arts	School
9. Sunrise Oaks Assisted Living	Assisted Living	27. Water Tower	Water Treatment
10. Inclusion Care	Assisted Living	28. Quinley Inn	Other
11. Portside Care Center	Hospital/Clinic		
12. Quick Care Walk In	Hospital/Clinic		
13. Florida Hospital Memorial	Hospital/Clinic		

*** Critical facility #4 was recently demolished

Repetitive Loss Properties – Summary as of 1/1/2013



Repetitive Loss Properties – Financial Summary



Repetitive Loss Properties – Future Land Use Summary

Land Use	Percentage
LD Residential	80.6%
Med/HI Resid.	11.1%
Commercial	2.8%
Mixed Use	2.8%
Institutional	0.0%
Industrial	0.0%
Planned Dev.	2.8%
Agriculture	0.0%
Recreation	0.0%

Repetitive Loss Properties – Insurance and Mitigation Summary

MITIGATION	
% Mitigated	11.43%
% Not Mitigated	88.57%
% Unknown	0.00%
INSURANCE	
% Insured	65.71%
% Uninsured	31.43%
% Unknown	2.86%

Activities Category: S = Structural PP = Property Protection PE = Public Education P = Prevention ES = Emergency Services Funding Source: 1-PDM 2-SISP 3-CDBG 4-FMA 5-HMGP 6-PA 7-SRLP Status: C-Completed D-Deferred N-New T-Terminated U-Updated IP-In Progress										
Priority	Number	Jurisdiction	Responsible Organization	Hazard	Activities Category	Project Description	Funding Source	Date	Estimated Completion	Status
		Ormond Beach	City of Ormond Beach Public Works	Flood	S	Fleming Ave. Pump Station	5	12/12/2012	Not Scheduled	N
	VOL-0298	Ormond Beach	City of Ormond Beach	Flood	S	Thompson Creek Stormwater Improvement		12/7/2004		T
M	VOL-0387-	Ormond Beach	City of Ormond Beach Fire	Flood	S	Thompson Creek Stormwater Department Improvement- Construct a seawall from the existing seawall north of Cumberland Ave. and continue south to Putnam Ave.	5	9/10/2007	<1 year	
	VOL-0219	Pierson	Town of Pierson	All	ES	Establish an Emergency Operations Center in Community Center	5	10/13/2004	<1 year	
	VOL-0218	Pierson	Town of Pierson	All	P	Secure water supply				
	VOL-0221	Pierson	Town of Pierson	Flood	S	Establish stormwater management maintenance program	2.5	10/13/2004	<1 year	
H	VOL-0173	Port Inlet	Port Inlet Fire Department	All	ES	Purchase the equipment necessary to equip a mobile command center	5	10/13/2004	<1 year	
	VOL-0209	Port Inlet	Town of Port Inlet Community	Flood	PP	Public Acquisition Effort Services	2.5	1/1/2002	<1 year	
H	VOL-0420	Port Inlet	Town of Port Inlet	Flood	S	Purchase 4" Pump for flood control	5	10/9/2003		C
	VOL-0187	Port Orange	City of Port Orange	All	ALL	Develop a Post-Disaster Redevelopment Plan		11/1/2002		C
	VOL-0015	Port Orange	City of Port Orange	All	ES	2002 Supply Fire Station #1 with emergency generator power		8/1/1999		C
	VOL-0156	Port Orange	City of Port Orange	All	ES	2005 Retrofit 33kw generator when a larger generator is obtained		10/11/2001		C
	VOL-0159	Port Orange	City of Port Orange	All	ES	2005 Generator for city hall		10/11/2001		C
	VOL-0161	Port Orange	City of Port Orange	All	ES	Install a generator at the Allen Green civic center		10/11/2001		C
	VOL-0163	Port Orange	City of Port Orange	All	ES	2003 Install a larger generator at FD #3		10/11/2001		C
	VOL-0171	Port Orange	City of Port Orange	All	ES	2003 Retrofit the Allen Green Civic Center to meet ARC 4495 shelter standards		10/11/2001		C
	VOL-0199	Port Orange	City of Port Orange	All	ES	Construct a 2,500 square foot emergency shelter		10/11/2001		C
	VOL-0268	Port Orange	City of Port Orange	All	ES	Port Orange Performing Arts Pavilion - shelter		11/1/2002		C
M	VOL-0169R	Port Orange	City of Port Orange	All	ES	Retrofit the Port Orange Cypress Head golf course banquet area to purchase a city wide emergency notification system	5	10/11/2001	<1 year	N
	VOL-0137	Port Orange	City of Port Orange	All	ES	Purchase 6 portable trailers to be used at shelters		12/1/2000		T
	VOL-0162	Port Orange	City of Port Orange	All	ES	Purchase 6 portable trailers to be used at shelters		10/11/2001		T
	VOL-0348-	Port Orange	City of Port Orange	All	ES	Shelter retrofit of Port Orange Gym		2/14/2005		T
	VOL-0013	Port Orange	City of Port Orange	Flood	NRP	Water reuse program, expanding the reuse system		8/1/1999		C
	VOL-0014	Port Orange	City of Port Orange	All	P	Create a digital base map of the City		8/1/1999	2007	C
		Port Orange	City of Port Orange	Flood	P	Create a Ridgewood Corridor Winter Stormwater Plan that can promote re-development in the Ridgewood Corridor	4			N
		Port Orange	City of Port Orange	Flood	P	Purchase Newton White Property and construct a regional stormwater pond to mitigate future impacts within the area	1			N
	VOL-0063	Port Orange	City of Port Orange	All	PP	2001 Replace Fire Station #1 located on Commonwealth Blvd		8/1/1999		C
	VOL-0383-	Port Orange	City of Port Orange	Flood	PP	Purchase six homes in the Cambridge Basin		7/18/2007	2008	C
	VOL-0383-	Port Orange	City of Port Orange Emergency Management	Flood	PP	Purchase 6 homes in the Cambridge Basin		7/18/2007	2008	C
M	VOL-0130	Port Orange	City of Port Orange	Flood	PP	Purchase Seabird Island; remove mobile homes, and convert the area into a park	5	12/1/2000		C
		Port Orange	City of Port Orange	Flood	PP	Install a pump station or other form of drainage relief for the Sweetwater Hills subdivision	4			N
H		Port Orange	City of Port Orange	Flood	PP	Replace and upsize the stormwater pump station in The Woods Subdivision	4			N
		Port Orange	City of Port Orange	Flood	PP	Construct a positive drainage outfall for the Southwinds Stormwater Pond Outfall	4			N

Activities Category: S = Structural PP = Property Protection PE = Public Education P = Prevention ES = Emergency Services Funding Source: 1-PDM 2-SHSP 3-CDBG 4-FMA 5-HMGP 6-PA 7-SRLP Status: C=Completed D=Deferred N=New T=Terminated U=Updated IP=In Progress									
Priority	Number	Jurisdiction	Responsible Organization	Hazard	Activities Category	Project Description	Funding Source	Date	Status
		Port Orange	City of Port Orange	Flood	PP	Retrofit the drainage system in the Sleepy Hollow subdivision to provide relief along Kristina Court	4		N
		Port Orange	City of Port Orange	Flood	S	Install canal bank hardening for the Cambridge Canal	1		U
		Port Orange	City of Port Orange	Flood	S	Purchase and install a mechanical rake for Cambridge Pumo Station.	1		U
	VOL-0004	Port Orange	City of Port Orange	Flood	S	Provide flood protection to two main lift stations		8/1/1999	C
	VOL-0005	Port Orange	City of Port Orange	Flood	S	Provide flood protection for the pump rooms at the Garnsey Water Plant		8/1/1999	C
	VOL-0017	Port Orange	City of Port Orange	Flood	S	Increase emergency generator power at the sewer plant		8/1/1999	C
	VOL-0018	Port Orange	City of Port Orange	Flood	S	Flood Protection in the Cambridge Basin area of Port Orange		8/1/1999	C
	VOL-0144	Port Orange	City of Port Orange	Flood	S	To build a lake to hold water from storm water runoff and excess reclaimed water		8/1/1999	C
	VOL-0225	Port Orange	City of Port Orange	Flood	S	Cambridge Basin North Flood Mitigation Project		12/1/2000	C
	VOL-0226	Port Orange	City of Port Orange	Flood	S	Cambridge Basin South Flood Mitigation Project		10/13/2004	C
	VOL-0227	Port Orange	City of Port Orange	Flood	S	Cambridge Basin Central Flood Mitigation Project		10/13/2004	C
	VOL-0230	Port Orange	City of Port Orange	Flood	S	Cambridge Basin South Flood Mitigation Project		10/13/2004	C
	VOL-0231	Port Orange	City of Port Orange	Flood	S	R Spruce Creek RD South Drainage retrofit		10/13/2004	C
	VOL-0232	Port Orange	City of Port Orange	Flood	S	Wellfield Vulnerability Reduction		10/13/2004	C
	VOL-0233	Port Orange	City of Port Orange	Flood	S	Rainfall collection, weather monitoring system		10/13/2004	C
	VOL-0234	Port Orange	City of Port Orange	Flood	S	2005 Stormwater pipe lining 10/13		10/13/2004	C
	VOL-0235	Port Orange	City of Port Orange	Flood	S	B-19 Canal Drainage retrofit		10/13/2004	C
	VOL-0297	Port Orange	City of Port Orange	Flood	S	B-23 Phase II Canal drainage retrofit and flood attenuation project		10/13/2004	C
	VOL-0363	Port Orange	City of Port Orange	Flood	S	Mitigation of wooden boat dock & launch areas		1/12/2005	C
H	VOL-0228	Port Orange	City of Port Orange	Flood	S	Cambridge Basin Design & Engineering		4/14/2005	C
H	VOL-0229	Port Orange	City of Port Orange	Flood	S	Taylor Woods and S. Williamson Drainage retrofit	5	10/13/2004	N
		Port Orange	City of Port Orange	Flood	S	Taylor RD Drainage retrofit	5	10/13/2004	N
		Port Orange	City of Port Orange	Flood	S	Replace and retrofit the City's stormwater outfalls into the Halifax River	1		N
	VOL-0180	Port Orange	City of Port Orange	Flood	S	Construct a piped drainage system for the B-23 Canal	1		N
	VOL-0236	Port Orange	City of Port Orange	Surge	S	Shoreline protection along the Halifax River I/O the Chamber of Commerce Building		8/1/2002	C
	VOL-0389	South Daytona	City of South Daytona	Surge	S	Seawall and embankment restoration		10/13/2004	C
H	VOL-0210	South Daytona	City of South Daytona	All	PP	South Daytona EOC/Public Works Facility	5	1/10/2007	C
	VOL-0246	South Daytona	City of South Daytona	Flood	S	Country Club Manor Subdivision		11/6/2003	C
	VOL-0244	South Daytona	City of South Daytona	Flood	S	Reed Canal Reconstruction Design		10/13/2004	C
	VOL-0245	South Daytona	City of South Daytona	Flood	S	Golfview Subdivision Retrofit- PHASE V STORMWATER		10/13/2004	T
	VOL-0247	South Daytona	City of South Daytona	Flood	S	Lantern park retrofit - PHASE V STORMWATER		10/13/2004	T
	VOL-0248	South Daytona	City of South Daytona	Flood	S	Western RD Stormwater Improvements		10/13/2004	T
	VOL-0378	South Daytona	City of South Daytona	Flood	S	Greenbriar Subdivision Retrofit		10/13/2004	T
		South Daytona	City of South Daytona	Flood	S	Stevens Canal Outflow Pond		9/13/2006	T



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Resolution No. 15-49 - Budget Appropriations

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution 15-49.

SUMMARY: Resolution No. 15-49 - Budget Appropriation

*Fund 405 - W/S Impact Fee Fund - Florida Municipal Insurance Trust (FMIT) Safety Grant \$6,000 (Additional funds received)

*Fund 505 - Lease & Replacement - Purchase 74 Golf Carts, 1 Range Ball Picker and 1 Beverage Cart for Cypress Head Golf Course \$187,000 (To allow the carts to be ordered in time to be delivered prior to the course reopening November 1, 2015. This will be removed from the FY 2016 CIP.)

*Fund 606 - Police Benefit Trust Fund - Miscellaneous items \$3,500 (Additional funds received)

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-49	Reso. No. 15-49.pdf
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Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 08/11/2015
Approved - 08/12/2015
Approved - 08/12/2015
Final Approval - 08/13/2015

RESOLUTION NO. 15 – 49

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR A FLORIDA MUNICIPAL
INSURANCE TRUST (FMIT) SAFETY GRANT, GOLF
CARTS FOR CYPRESS HEAD, AND FOR THE POLICE
BENEFIT TRUST FUND; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council accepted grant funding from the Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program for the purchase and installation of five (5) Solar Bees; and

WHEREAS, Cypress Head Golf Course is reopening on November 1, 2015 and golf carts need to be purchased and delivered prior to this date; 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 **Water / Sewer Impact Fee Fund 405**
PREPARED: **8/18/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Other Grants - FMIT Safety Grant	6,000
TOTAL REVENUES:	6,000

EXPENDITURES:

Wastewater Treatment	6,000
TOTAL EXPENDITURES:	6,000

To budget for the \$6,000 safety grant received from the Florida Municipal Insurance Trust (FMIT) Matching Safety Grant Fund Program for the purchase and installation of five (5) Solar Bees.

FY 2015 **Lease & Replacement Fund 505**
PREPARED: **8/11/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Appropriated Equity	187,000
TOTAL REVENUES:	187,000

EXPENDITURES:

Non-Departmental	187,000
TOTAL EXPENDITURES:	187,000

To budget for the purchase of 74 Golf Carts, 1 Range Ball Picker and 1 Beverage Cart for Cypress Head Golf Course. We originally planned to purchase these in FY16 but we need to have them purchased, delivered and ready for use on November 1, 2015 which is when the golf course is reopening after a 6 month closure for renovations. Due to this, we need to order the items now in FY15.

FY 2015 Police Benefit Trust Fund 606
PREPARED: 8/11/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Interest Earnings	48
Private Donations	1,888
Holiday Donations	1,602
Crime Prevention	1,588
Appropriated Equity	(1,626)

TOTAL REVENUES:	<u><u>3,500</u></u>
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EXPENDITURES:

Police	3,500
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TOTAL EXPENDITURES:	<u><u>3,500</u></u>
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To budget for revenue received above original projection and allocate additional funds to be used for crime prevention, victim advocate costs, and other miscellaneous items in the Police Benefit Trust Fund.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: July 2015 Project Manager's Report

DEPARTMENT: Finance

RECOMMENDED MOTION:

SUMMARY: July 2015 Project Manager's Report is attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	JUL-15 Project Manager's Summary Report	JUL-15 Project Manager Summary 8-7-15.pdf
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Pallante, Lisa
Riehm, Tracey
Harden, David

Created/Initiated - 08/10/2015
Approved - 08/11/2015
Final Approval - 08/12/2015

JUL-15 Project Manager Summary Report (Run on 8/7/15)							
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 7/31/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,932,352.00	5,235,808.06	3,831,009.00	272,338.56	1,040,837.20	2,517,833.24
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 Dnlwn 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/NovalInterLghtg	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:		9,631,672.00	5,292,749.30	4,513,899.00	312,849.80	1,055,325.96	3,145,723.24
City Management							
AIO013	CM CITY HALL RENOVATION	120,747.00	108,182.00	59,902.00	47,337.60	12,236.34	328.06
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	12,950.39	49,050.00	12,000.13	4,917.00	32,132.87
AIO024	CM CHGC Renovations	784,957.00	594,547.73	784,957.00	594,547.73	190,409.27	0.00
AIO025	CM CHGC Clubhouse Renovtn	465,043.00	12,100.00	465,043.00	12,100.00	3,900.00	449,043.00
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	17,979.00	19,479.00	17,979.00	1,500.00	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	233,161.00	27,281.15	116,331.00	1,875.00	0.00	114,456.00
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:		2,888,700.00	1,316,907.65	2,166,280.00	848,439.94	283,383.42	1,034,456.64

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Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	14,388.95	7,320.00	2,269.41	0.00	5,050.59
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	7,107.18	29,068.82
FIR011	F FIRE BUNKER GEAR	68,922.00	41,773.54	36,004.00	8,856.89	7,187.82	19,959.29
FIR012	F Relocate EOC to New PD	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
	Fire Total:	208,220.00	112,966.63	106,824.00	11,576.30	14,295.00	80,952.70
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

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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	12,655.44	22,484.18
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	88,074.21	5,240.00	0.00	0.00	5,240.00
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	83,521.00	79,667.83	83,521.00	79,667.83	0.00	3,853.17
ZMI051	IT PD Impound Surveillanc	16,479.00	16,479.00	16,479.00	16,479.00	0.00	0.00
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:	2,343,846.00	914,090.17	1,569,414.00	136,535.00	75,304.18	1,357,574.82
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							
AIO028	P City Hall ElevatorRehab	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
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	2,279,490.00	2,332,593.33	53,417.00	49,305.00	3,139.00	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 Stabliztn 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	94,000.00	0.00	94,000.00	0.00	93,340.00	660.00
DIP060	P SleepyHollow Drain.Impr	189,000.00	0.00	189,000.00	0.00	189,000.00	0.00
DIP062	P Ryanwood Drain Imprvmnt	97,000.00	0.00	97,000.00	0.00	0.00	97,000.00
DIP063	P Cypress Cove Pipe Rplcm	270,000.00	0.00	270,000.00	0.00	0.00	270,000.00
DIP064	P Asset Mgmt Software Sys	60,000.00	0.00	60,000.00	0.00	0.00	60,000.00
DIP065	P CityHall Retention Pond	42,000.00	0.00	42,000.00	0.00	0.00	42,000.00
DIP066	P Pipe Culvert Niver etc.	29,000.00	0.00	29,000.00	0.00	0.00	29,000.00
IMI001	P SIGNAGE	458,330.00	416,036.11	63,405.00	29,942.60	0.00	33,462.40
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	27,700.00	0.00	35,000.00	0.00	0.00	35,000.00
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	50,154.00	46,550.00	3,604.00	0.00	0.00	3,604.00
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	1,182,433.30	204,081.00	139,348.25	64,732.25	0.50
OMI014	P SP CREEK RD - SO TRAIL	400,692.00	182,602.12	367,549.00	149,459.95	166,643.31	51,445.74
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00

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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
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	82,826.00	65,176.00	65,176.00	0.00	0.00
OMI026	P FS73 EmerGenFuelTankRpl	39,819.00	0.00	39,819.00	0.00	39,639.40	179.60
OMI027	P Fleet Asset Mgmt System	22,500.00	0.00	22,500.00	0.00	0.00	22,500.00
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	450,492.73	709,437.00	373,453.55	284,632.15	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:	24,645,090.00	17,634,801.53	7,435,399.00	879,973.29	2,278,101.40	4,277,324.31

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Parks and Recreation							
QPC020	R YMCA REPAIRS	402,215.00	383,760.83	39,116.00	11,325.00	24,521.00	3,270.00
QPC045	R SCOREBOARD REPLACEMENT	87,260.00	55,960.00	31,300.00	0.00	26,664.00	4,636.00
QPC046	R Veteran'sPrkBrick/TreeP	5,811.00	1,570.14	4,996.00	755.79	2,300.00	1,940.21
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	387,253.00	341,386.20	378,713.00	332,846.20	45,866.80	0.00
QPC054	R PARKS FURNISHINGS	26,500.00	26,419.80	3,931.00	3,851.04	0.00	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	191,398.19	600,000.00	191,398.19	151,275.66	257,326.15
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:	2,854,413.00	1,948,958.11	1,631,898.00	812,111.84	278,708.46	541,077.70
Comm. Redevelopment							
TIF002	T TWN CTR MEDIAN IMPRV	405,946.00	225,323.86	204,621.00	23,999.94	8,000.08	172,620.98
TIF004	T EASTPORT ENTRY SIGNAGE	61,910.00	33,846.00	28,064.00	0.00	0.00	28,064.00
TIF006	T Pie Guy Incentive	23,090.00	0.00	23,090.00	0.00	0.00	23,090.00
TIF007	T Penna Court Motel Prope	0.00	100.00	0.00	100.00	0.00	(100.00)
	Comm. Redevelopment Total:	490,946.00	259,269.86	255,775.00	24,099.94	8,000.08	223,674.98

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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 7/31/15 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Public Utilities							
EFM001	U Forestry Management	1,616,448.00	1,286,932.75	302,107.00	68,756.04	91,843.75	141,507.21
MME001	U Machinery & Equipment	545,598.00	506,526.36	48,860.00	32,060.00	0.00	16,800.00
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	5,439.00	0.22
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	842,289.16	2,668,528.00	515,339.28	1,939,872.33	213,316.39
SLS002	U R & R Lift Station	4,682,275.00	4,252,501.35	7,721.00	7,713.35	0.00	7.65
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	5,666,122.91	635,373.00	135,079.26	57,071.00	443,222.74
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	14,237.50	50,000.00	14,237.50	2,512.50	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	563,209.00	541,059.86	1,509.00	1,144.10	0.02	364.88
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	775,417.00	74,999.21	702,452.00	2,034.25	9,417.79	690,999.96
URF001	U Reinforcement, WA Sys	452,705.00	398,007.99	44,343.00	21,040.13	(0.01)	23,302.88
URH001	U Sewer Sys Rehabilitatn	7,510,806.00	7,223,186.53	57,631.00	9,247.00	43,950.00	4,434.00
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	3,751,438.00	3,278,618.96	178,998.00	156,132.98	(0.01)	22,865.03
URP010	U S Atlantic JPA w/Vol Co	834,288.00	17,159.00	834,288.00	17,159.00	27,555.00	789,574.00
WWP003	U Water Plant Improvement	5,695,562.00	4,920,023.45	645,287.00	47,187.68	456,084.55	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	3,857,323.00	3,338,256.87	1,634,068.00	1,114,203.84	7,398.00	512,466.16
	Public Utilities Total:	54,620,797.00	45,252,130.65	9,784,713.00	2,381,513.98	4,088,451.92	3,314,747.10
	Total:	98,937,584.00	72,776,456.89	28,692,751.00	5,426,332.09	8,112,620.42	15,153,798.49
	145 PROJECTS						



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

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 provides an update on the progress of our stormwater facility maintenance program.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Stormwater Update 8-6-15	Stormwater Maintenance Progress 8-6-15.pptx
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Silvey, Mike
Adumuah, Branford
Rosen, Alan
Harden, David

Created/Initiated - 08/06/2015
Approved - 08/06/2015
Approved - 08/07/2015
Final Approval - 08/09/2015

Stormwater Drainage Maintenance Report

July 14, 2015 – July 28, 2015

**Branford N. Adumuah
Director of Public Works**



Swale, Ditch, and Canal Improvements

Improvements were made to approximately 550 linear feet of lowly brushed ditches particularly along Renner Road and Gladys Street.

The Menzi Muck has been down for repairs since July 17, 2015. A special foreign part has been ordered and is anticipated to arrive and to be installed by August 15, 2015. An accumulated 43,417 linear feet of swales, ditches, and canals have been improved since October 24, 2014.



Ditch Improvements

Gladys Street Ditch



Before



After

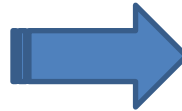


Ditch Improvements

Renner Road Ditch



Before



After



Swale, Ditch, and Canal Improvements

Location	Section	From	To	Days	Feet	Hours	Comments
Renner Road and Gladys Street.	8	7/14/15	7/28/15	2	550	10	Menzi Muck equipment down for repairs since July 17, 2015. Special foreign part ordered and anticipated to arrive and to be installed by August 15, 2015. Manual clearing efforts.
Gladys Street, Dalford Road, Renner Road, Charles Street (from 1 st Street to 3 rd Street), and the Daughtery Canal in the Freemanville area.	4,5, &8	7/2/15	7/14/15	11	5,352	47	Lowly brushed. No major obstructions. Menzi Muck equipment used.
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		



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
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		
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					43,417		



This table will be updated bi-weekly to show accumulated progress.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Fee Waiver for Adult Activity Center for Annual Woodcarving Show

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to approve the rental fee waiver in the amount of \$950.00 for use of the Adult Activity Center for the annual woodcarving show.

SUMMARY: The Friends Carving Club of Port Orange would like to once again host the annual Woodcarving Show at the Adult Activity Center. The purpose of the show is to invite the public to see the work that the club has worked on and promote the club to increase memberships. The club meets at the Adult Center Annex regularly and has been around since the early 1970's. The club is asking that the rental fees of \$950.00 be waived. They are willing to pay the \$100.00 staff fee for the event. The show is tentatively scheduled for January 16, 2016.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Letter from woodcarvers	2016showwaiver.pdf
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Lovallo, Susan
Lovallo, Susan
Harden, David

Created/Initiated - 07/17/2015
Approved - 07/17/2015
Final Approval - 07/17/2015

June 30, 2015
~~July 30, 2015~~

Susan Lovallo

Parks and Recreation Director

Susan,

The Friends Carving Club of Port Orange, which was founded by Wilbur Haller, would like to have their woodcarving show at the Port Orange Adult Activity Center on Ridgewood Ave. on January 16, 2016. As you know, the club has been in existence since the early 1970's and meets each Tuesday at the facility on Halifax Dr.

We contacted the Recreation Department about using the Adult Activity Center and was advised that it cost \$100 per hour to rent on a weekend. While the club has been around a long time, it only has about 50 members and it would be cost prohibitive for the club to pay \$950 to have a wood carving show. The woodcarving show is our way of giving back to the community by allowing the public to come and see the various types of carvings created and displayed by these local residents. The TOTEM POLE donated to the City by the club on March 17, 2015 is an example of that art. The carving show almost always inspires someone new to join the club and keep the art form, founded by Wilbur Haller, alive here in Port Orange.

The Friends Carving Club of Port Orange respectfully ask the City co-sponsor this event as they did last year and waive the fees normally associated with using the Adult Activity Center. The club is willing to pay the staff fee to have someone there to open and close as well watch over the facility in general. It is our hope that you can accommodate this request. If necessary a member(s) can appear before the City Council

Thank you for your consideration,

A handwritten signature in dark ink, appearing to read "Jim Oehmke". The signature is fluid and cursive, with the first name "Jim" being more prominent than the last name "Oehmke".

Jim Oehmke – President 386-547-6345

Friend Carving Club



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Transfer of K9 Lobo

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve an agreement to transfer K9 Lobo to Sergeant Hannalora Green.

SUMMARY: The Port Orange Police Department is preparing to retire eight year old K9 Lobo. The Department is requesting to transfer K9 Lobo to Sergeant Hannalora Green. In lieu of monetary payment, Sergeant Green will be assuming the costs of care for the animal along with the liability.

K9 Lobo is a trained police service animal; and thus, offering the dog for sale to the general public is not an option. Sergeant Green has the necessary training to control the animal.

The agreement for transfer releases the City and Police Department from any liability for the animal's actions once the transfer takes place. This type of transfer is consistent with procedures followed by other law enforcement agencies throughout the State.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Canine Transfer Agreement - K9 Lobo	Canine Transfer Agreement - LOBO.pdf
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Grabowski, Debbie
Monahan, Gerald
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/28/2015
Approved - 07/28/2015
Approved - 08/06/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Port Orange, a Florida municipal corporation with the following mailing address: 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and Hannalora Green, whose address is 4545 Clyde Morris Blvd., Port Orange, FL 32129, (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

WITNESSETH

WHEREAS, the City owns and has in its possession a eight (8) year old male, black in color, Labrador Retriever ("K9 Lobo") which is no longer needed by the Port Orange Police Department due to medical reasons, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Lobo for nearly three (3) years, and during that timeframe partook in a substantial amount of training with K9 Lobo; and

WHEREAS, Transferee fully understands that canines, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of K9 Lobo and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:
 - a. On or before September 1, 2015, to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to the aforesaid K9 Lobo to the Transferee; and
 - b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.
2. The Transferee agrees to do the following:
 - a. Accept transfer of possession and ownership of the aforesaid K9 Lobo from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Lobo; and
 - b. Hold Harmless Agreement. Upon transfer of possession of the aforesaid K9 Lobo to the Transferee, the Transferee assumes the entire responsibility for said K9 Lobo and as such the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of said K9 Lobo to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any

and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the aforesaid K9 Lobo.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Lobo to any individual or entity without first obtaining the express written consent of the Chief of Police in and for the City of Port Orange.
4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.
5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28 Florida Statutes and Florida law.
6. Amendments to Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.
8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of said K9 Lobo and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid K9 Lobo for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of said K9 Lobo in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.
10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
11. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by

and construed according to the Laws of Florida. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting there from, whether by arbitration or otherwise, shall be vested in the Seventh Judicial Circuit, in and for Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

City of Port Orange, Florida,
a municipal corporation.
On this ____ day of _____, 2015

BY: _____
Allen Green, Mayor

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

Transferee: Hannalora Green
On this ____ day of _____, 2015

BY: _____
Hannalora Green

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Hannalora Green, the Transferee, who is personally known to me or has produced a Florida Driver's License as identification and ____ did ____ did not take an oath.

Notary Public, My Commission Expires:

Approved as to form and legality by:

Matthew J. Jones, Esq.
Police Legal Advisor
City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Quarterly Crime Report

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The police department will present the attached report which details criminal activity in the last quarter.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Crime Report	Crime Report April-June 2015.pdf
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Grabowski, Debbie
Monahan, Gerald
Harden, David

Created/Initiated - 08/03/2015
Approved - 08/03/2015
Final Approval - 08/03/2015

PORT ORANGE POLICE DEPARTMENT

QUARTERLY UCR YEARLY COMPARISON

UCR	DESCRIPTION	Apr-14	May-14	Jun-14	TOTAL 2014	Apr-15	May-15	Jun-15	TOTAL 2015	Difference
0110	HOMICIDE	0	0	0	0	0	0	0	0	0
0200	RAPE/FORCIBLE FONDLING	0	0	0	0	0	0	0	0	0
0300	ROBBERY	1	1	0	2	0	0	0	0	-2
0410	AGGRAVATED ASSAULT	4	3	1	8	1	9	1	11	3
0411	STALKING: AGGRAVATED STALKING	0	0	0	0	0	0	0	0	0
0510	BURGLARY - FORCIBLE ENTRY	7	9	6	22	4	7	9	20	-2
0520	BURGLARY-NONFORCED ENTRY	10	5	10	25	12	3	7	22	-3
0610	LARCENY: POCKET PICKING	0	0	0	0	0	0	0	0	0
0620	LARCENY: PURSE SNATCHING	0	0	0	0	0	1	1	2	2
0630	LARCENY: SHOPLIFTING	23	20	21	64	14	23	16	53	-11
0640	BURGLARY TO AUTO	14	17	40	71	40	17	36	93	22
0650	LARCENY: AUTO PARTS & ACCESSORIES	0	1	2	3	0	0	1	1	-2
0660	LARCENY: FROM BUILDINGS	1	1	14	16	5	12	8	25	9
0670	LARCENY: FROM COIN-OPERATED MACHINES	0	0	0	0	1	0	0	1	1
0680	LARCENY: BICYCLE	2	2	2	6	6	4	4	14	8
0690	LARCENY: ALL OTHER LARCENY	12	27	19	58	15	19	19	53	-5
0710	MOTOR VEHICLE THEFT: AUTOMOBILE	4	3	4	11	3	1	3	7	-4
0720	MOTOR VEHICLE THEFT: TRUCK/BUS	2	2	3	7	1	0	1	2	-5
0740	MOTOR VEHICLE THEFT: MOTORCYCLE	3	1	0	4	0	0	0	0	-4
0790	MOTOR VEHICLE THEFT: ALL OTHER MOTOR VEHICLES	0	1	0	1	0	0	0	0	-1
0810	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT	42	35	25	102	9	23	10	42	-60
0811	STALKING: SIMPLE STALKING	0	0	0	0	0	0	0	0	0
0812	SIMPLE ASSAULT: THREAT/INTIMIDATION	0	0	0	0	0	0	0	0	0
0830	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT SEXUAL MOTIVE	0	0	0	0	0	0	0	0	0
0890	SIMPLE ASSAULT: ALL OTHER SIMPLE ASSAULT	0	0	0	0	0	0	0	0	0
	TOTAL	125	128	147	400	111	119	116	346	-54



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Authorization of up to \$1,430,000 in Encumbrance for Landfill Tipping Fees in FY 2016

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve authorization of up to \$1,430,000 in expenditure for Volusia County landfill tipping fees for solid waste disposal under the provisions of the City's solid waste contract with Waste Pro of Florida, and authorize the Mayor and City Clerk to execute contract documents as necessary, subject to approval of the fiscal year 2016 Solid Waste Fund operating budget.

SUMMARY: Prior to 2011, the City's solid waste collection contract included the cost of disposal. However, the contract awarded to Waste Pro of Florida in fiscal year 2012 excluded disposal costs. Furthermore, the contract specifically directs the vendor to depose of the collected solid waste material at the Volusia County landfill. As a result, the City now directly pays all tipping fees for the disposal.

Although there are other local landfills, the County (Tomoka) landfill is the only permitted landfill authorized by the Florida Department of Environment Protection (FDEP) to receive solid waste generated in Volusia County.

The current purchase order to the County landfill expires on September 30, 2015. Subject and subsequent to the approval of the fiscal year 2016 budget, a purchase order will be issued for the expenditure of \$1,430,000 in tipping fees in fiscal year 2016.

Project No.: N/A Funding Account No.: 410-6100-534. 34-11

ATTACHMENTS:

1.	Waste Pro Contract and Volusia County Requirements	Agenda Item Volusia Co. Landfill FY16.docx
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Silvey, Mike
Adumuah, Branford
Gomez, Joseph
Riehm, Tracey
Harden, David

Created/Initiated - 08/04/2015
Approved - 08/06/2015
Approved - 08/06/2015
Approved - 08/06/2015
Final Approval - 08/09/2015

SECTION 9 - EMPLOYMENT AND WORKING CONDITIONS

The bidder shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The bidder is required, and hereby agrees by accepting this contract, to pay all employees not less than the state or federal minimum wage, whichever is higher and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended from time to time. Bidder also agrees that upon written request, the bidder will provide the City all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the bidder under this agreement.

SECTION 10 - DISPOSAL OF REFUSE

The City will be responsible for disposal fees charged by Volusia County (landfill). The bidder is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste. All landfill tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. All refuse, except recycling, must be deposited at Volusia County landfill on Tomoka Farms Road.

The bidder shall deliver all recyclable materials to Gel Corp., 1990 Tomoka Farms Road, Daytona Beach. All recycle tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. Gel Corp will remit all proceeds from sale of recyclable materials directly to the City of Port Orange.

SECTION 11 - COMPLIANCE WITH LAWS & REGULATIONS

The bidder hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The bidder and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractor. This clause shall apply not only during the term of this agreement, but also as to any claim, liability, or damages which are based on the bidder's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the bidder.

SECTION 12 - CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE BIDDER

The bidder and its surety hereby expressly bind themselves to indemnify and save the City harmless from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of, said bidder, or his servants or agents engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said bidder, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws.

In case there is any money due to the bidder, so much of the money due the said bidder as the City Manager shall deem necessary to protect the City, may be retained by the City until such suit, or suits,

volusia county government
solid waste and recycling

[back to recycling and solid waste home page](#)

Tomoka Landfill

1990 Tomoka Farms Road Port Orange, FL 32128*3752 386-947-2952
Open 7 a.m. to 5:30 p.m. Monday through Saturday CLOSED on
Sunday

The Tomoka Landfill, just west of Daytona Beach, is the county's only permitted landfill. It receives solid waste generated in Volusia County. This 3,400-acre landfill area has a life expectancy to 2052. About 200 acres of this land have been earmarked for recycling efforts.

West Volusia material is brought to the West Volusia Transfer Station in DeLand, then hauled to the Tomoka Landfill by tractor trailer for disposal.

The Solid Waste Division is one of county government's enterprise operations. This means there are no local property tax dollars allocated to operate solid waste. Instead, the users pay for the operation of the disposal activities through a fee structure. The rate for garbage disposal is \$34 per ton. Yard waste is \$23 per ton. These are among the lowest rates in Florida.

Signs clearly posted at facility entrances advise residents what materials are accepted. County personnel keep a close watch on all waste materials being deposited.

NO! Motor oil MAY NOT be dumped. Please use the non-commercial oil recycling igloo on site.

YES! Household waste such as food scraps and cloth may be disposed.

YES! The following materials are accepted, but are separated at the landfill: yard waste, land clearing debris, construction materials, appliances and all types of tires. Yard waste must be received separate from all other material.

The Tomoka Landfill has a Household Hazardous Waste facility on site. It offers residents the opportunity to dispose of gasoline, paints, thinners/solvents, pool chemicals and similar materials FREE!

[back to recycling and solid waste home page](#)

Comments or questions?
E-mail the

Vdtuswfmt



wob administrator

Vblusia County

FLORIDA

City Landfill Rates								
Waste Pro pays Landfill on Roll-off truck 245								
			FY 2012-2013					
Landfill	Pricing							
Type Garbage Ton Rate				\$34.00				
Type Yard Trash Ton Rate				\$23.00				
Type Demo Ton Rate				\$28.00				



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Piggyback through National IPA the City of Tucson contract with EZGO for purchase of Golf Carts

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to approve the contract with EZGO for purchase of golf carts for \$186,981.79 .

SUMMARY: The City of Tucson competitively bid golf carts and EZGO was the lowest bidder. The contract is available to piggyback through National IPA. The City is due to purchase seventy two electric carts, two gas carts, one range cart and one beverage cart. Total cost with trade in allowance and 4% rebate is \$186,981.79.

This purchase was included in the preliminary FY16 budget. A budget resolution appropriating fund equity will allow the carts to be purchased in FY15, and the FY 16 budget will be reduced accordingly. This will allow the carts to be delivered and operational when the course re-opens.

Project No.: Funding Account No.: 505-1000-519-64-00

ATTACHMENTS:

1.	EZGO Pricing	Pricing based on NIPA-ezgo.pdf
2.	EZGO proposal	Proposal E-Z-GO NIPA Piggyback.pdf
3.	Tucson Pricing	EZGO TucsonPricing Summary.pdf
4.	Tucson contract	TucsonContract_EZGO.pdf
5.	Piggyback Agreement	Textron Inc dba E-Z-Go Division of Textron Piggyback Agreement with City of Port Orange.pdf

Lovallo, Susan
Lovallo, Susan
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 08/05/2015
Approved - 08/05/2015
Approved - 08/05/2015
Approved - 08/06/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

Pricing Breakdown Based on NIPA

2016 E-Z-GO TXT 48 Volt Tops Split windshields Message Holders Hub Caps Filling System Sand Bucket Sand Bottle Club Cover Total # of Cars				2016 E-Z-GO TXT Gas fleet car Tops Split windshields Message Holders Hub Caps Sand Bucket Sand Bottle Club Cover Total # of Cars			
	Retail	Discount	Net		Retail	Discount	Net
	\$9,667	52%	\$4,640.16		\$9,667	52%	\$4,640.16
	\$241	52%	\$115.68		\$241	52%	\$115.68
	\$151	52%	\$72.48		\$151	52%	\$72.48
	\$46	52%	\$22.08		\$46	52%	\$22.08
	\$46	52%	\$22.08		\$46	52%	\$22.08
	\$205	52%	\$98.40		\$103	52%	\$49.44
	\$103	52%	\$49.44		\$38	52%	\$18.24
	\$38	52%	\$18.24		\$216	52%	\$103.68
	\$216	52%	\$103.68				
			\$5,142.24				\$5,043.84
			72				2
			\$370,241.28				\$10,087.68

2016 Cushman Hauler 800 G Hour meter Fuel Gage Picker cage Total				72 TXT 48 Volt Fleet cars 2 TXT Gas Fleet cars 1 Cushman Hauler 800 Picker 1 Cushman Oasis Bev car 75 Trades Net Less NIPA 4% rebate Net Net TOTAL			
	Retail	Discount	Net				
	\$8,679	30%	\$6,075.30		\$370,241.28		
	\$72	30%	\$50.40		\$10,087.68		
	\$75	30%	\$52.50		\$8,037.40		
	\$2,656	30%	\$1,859.20		\$15,466.40		
			\$8,037.40		\$403,832.76		
					(\$209,250.00)		
					\$194,582.76		
					(\$7,601.00)		
					\$186,981.76		

2016 Cushman Oasis Bev car Total							
	Retail	Discount	Net				
	\$19,333	20%	\$15,466.40				
			\$15,466.40				

The Golf Club of Cypress Head is a Kemper managed facility. Since Kemper is an exclusive E-Z-GO National account, Cypress Head will receive 35% discounts on all E-Z-GO parts and accessories for the life of the fleet.



PREPARED FOR:

Golf Club of Cypress Head





8-3-15

Susan Lovallo
Golf Club of Cypress Head
6231 Palm Vista Street
Port Orange, FLORIDA 32128

Dear Susan,

E-Z-GO® is honored to prepare this exclusive proposal for Golf Club of Cypress Head and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Spyglass Hill Golf Course, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Golf Club of Cypress Head.

With sincere appreciation,

Eric Keister
Sr. Sales Rep
T: (904) 254-4178 · F: (706) 772-6227
ekeister@textron.com



OUR HISTORY

During the hot summer of 1954, in a cramped one-room machine shop in Augusta, two brothers founded E-Z-GO from a simple belief that they could build a better golf car, to better meet the needs of the customer.

From those humble beginnings, E-Z-GO has grown into a global leader in the golf industry and light transportation, building many thousands of vehicles each year from its global headquarters in Augusta, which has been recognized as one of the top 10 manufacturing facilities in North America by Industry Week magazine. E-Z-GO manufactures multiple, extensive lines of vehicles, including golf cars, utility vehicles, personnel carriers, refreshment vehicles and is able to customize any vehicle to your unique requirements.

E-Z-GO is a renowned leader in electric-vehicle technology, from our revolutionary RXV, with its exclusive AC Drive technology and automatically applied parking brake, to our newly redesigned TXT golf car, with innovative TruCourse™ Technology and a host of features designed to enhance the on-course experience for the golfer. Our Cushman line of utility vehicles offers a range of models with varying payloads and powertrains to handle any job on your course --upholding the tradition of a brand that has been recognized for more than a century for its rugged, reliable and versatile work machines.

E-Z-GO became part of Textron Inc. (NYSE: TXT) in 1960. This global, multi-industry company leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems.

Today, E-Z-GO still has that single belief – that it exists to build vehicles and services that exceed the expectations of the customer. It is the drive to sustain and improve that position – to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service – that leads E-Z-GO to cover new ground.



OUR CUSTOMERS - THE COMPANY WE KEEP

E-Z-GO understands the importance of making the right decision for your facility; its an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, if you decide to partner with E-Z-GO you will be keeping company with such prestigious courses as:



CLUBCORP®





OUR PARTNERSHIPS

E-Z-GO believes that the growth and success of the golf industry is dependent upon the professional development of current and future generations of industry professionals, the promotion of the golf industry as a significant economic contributor, and maximizing the golfing experience for the continued health of the sport. E-Z-GO aligns itself with organizations who share this vision. Below are just a few of E-Z-GO's national partnerships:



Pricing

8-3-15

Golf Club of Cypress Head

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
72	TXT 48V	2016	Net 30 Days	\$5,142.25	\$370,242.00
1	Hauler 800 Picker	2016	Cash Price	\$8,037.40	\$8,037.40
2	TXT Gas	2016	Cash Price	\$5,043.84	\$10,087.68
1	Cushman Oasis	2016	Cash Price	\$15,466.40	\$15,466.40

INCLUDED ACCESSORIES			
Color: = 7 Options	Silver or Gold Hub Caps	Single Point Watering System	Parts Package
(1) Sand Bucket	Message Holder	(1) Casual Tow Bar	Bag Cover
Sun Canopy Top	Windshield Fold-Down	Custom Logo	# Decal
(1) Sand Bottle			

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	75	TXT 48	2012	\$2,790.00

PURCHASE PROGRAM DETAILS

Trade value per car: **\$2,790.00**

Total trade value: **\$209,250.00**

Trade amount used to net down lease payment or purchase price: **\$209,250.00**

Trade value returned as cash: **See Below**

LEASE PROGRAM DETAILS

Payment schedule: **Net amount due in 30 Days**

Payment months: **1 payment withing 30 days of delivery**

Delivery: **October 2015**

First pay: **November 2015**

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. **Golf Club of Cypress Head** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Selling price based on National IPA (NIPA) contract (attached). As a Kemper facility, Cypress Head will receive a 35% discount on all parts and accessories for the future needs of this fleet.

Based on the terms of the NIPA contract, the City of Port Orange is eligible for a 4% rebate on their total spend. This means that there is a rebate of \$7,601 available to reduce the overall net purchase.

Overall net purchase of this package is \$186,981.79.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Golf Club of Cypress Head

E-Z-GO Division of Textron Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2015 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: • Standard Battery • Standard Battery with optional water fill system	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. **Failure to do so will void the battery warranty.** A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care / Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER E-Z-GO RIGHTS:

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.



TXT® Vehicles

TIME-TESTED PERFORMANCE. PROVEN INNOVATION

For almost 20 years the E-Z-GO® TXT golf car has been the industry standard. Now, the standard has been refined. The redesigned TXT has been reengineered to better meet the demands of your operation and deliver a superior experience for your customers.

Below are just a few of the TXT's features that will add value to your facility:

Proven Dependability

- Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- Customizable TruCourse™ Technology
- Industry leading battery warranty options
- Fade-resistant automotive quality paint
- Durable TPO-construction body

Features Customers Notice

- Oversized bagwell
- Larger seatbacks provide 23% more support
- Expanded in-dash storage offers 30% more space
- Wider, taller cupholders hold 44% more volume
- Repositioned ball holders for easy reach
- Convenient USB port (optional)

Smart Design

- Updated, modern styling
- Simplified F-N-R control for easier operation
- Stronger, redesigned hip restraints
- Sun canopy with unique drip edge and
- 25% stronger struts
- Battery fill system simplifies maintenance (optional)
- Steel reinforced front and rear bumpers
- The Freedom TXT offers all the features of the TXT along with headlights, taillights and an array of options.



E-Z-GO® TXT®

TIME-TESTED PERFORMANCE. PROVEN INNOVATION.

Give your golfers a superior experience with the upgraded TXT. Now packaged with even more smart features, only the TXT combines almost two decades of dependable performance with proven innovation securing its spot as the industry's most trusted golf car.



A Textron Company



E-Z-GO TXT

Trusted performance is just the beginning. The TXT delivers loads of smart new features to increase convenience and comfort for your golfers, from larger seats and increased dash storage to a USB port for GPS, range finders and smart phones. The redesigned TXT offers more than a new look; it brings a new standard for your golfers.

PROVEN DEPENDABILITY

- ▶ Class leading innovation for almost two decades
- ▶ Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- ▶ Customizable TruCourse Technology
- ▶ Industry leading battery warranty options
- ▶ Fade-resistant automotive quality paint
- ▶ Durable TPO-construction body

FEATURES CUSTOMERS NOTICE

- ▶ Oversized bagwell
- ▶ Larger seatbacks provide 23% more support
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- ▶ Wider, taller cupholders hold 44% more volume
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SMART DESIGN

- ▶ Updated, modern styling
- ▶ Simplified F-N-R control for easier operation
- ▶ Stronger, redesigned hip restraints
- ▶ Sun canopy with unique drip edge and 25% stronger struts
- ▶ Battery fill system simplifies maintenance (optional)
- ▶ Steel reinforced front and rear bumpers



Oversized Bagwell



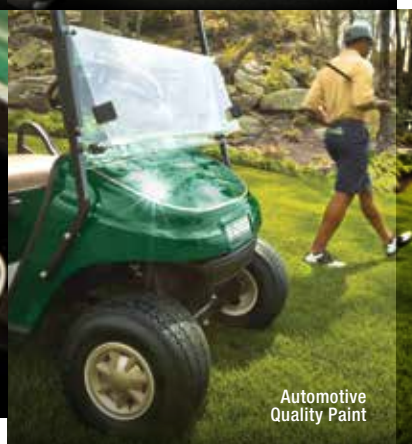
Optional Front Bumper



Dash Storage



Optional USB Outlet



Automotive Quality Paint



A Textron Company

OUR COMMITMENT TO
green

- ▶ Gas-powered model features a 13.5-hp Kawasaki® engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



REAR



ELECTRIC

GAS

DIMENSIONS

Overall Length	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	67.5 in (171 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)

POWER

Power Source	48 Volt DC
Valve Train	N/A
Motor Type	Shunt Wound
Horsepower (kW)	3.0 hp (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (qty/type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal
Air Cleaner	N/A
Lubrication	N/A
Oil Filter	N/A
Cooling System	N/A
Fuel Capacity	N/A
Battery Charger	48 VDC PowerWise™ QE, 120 VAC, UL & CSA
Speed Controller	250 Amp Solid State Controller
Drivetrain	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Seat Mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1
Battery Warranty	25,000 amp/hr (When equipped with single-point watering system)
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill
Altitude Settings	N/A

PERFORMANCE

Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)
Curb Weight	935 lb (424 kg)
Vehicle Load Capacity	800 lb (363 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar

STEERING & SUSPENSION

Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	18 x 8.50-8 (4-ply rated)

BODY & CHASSIS

Frame	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Ivory or Forest Green
Optional Body Colors	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Black, Burgundy, Dark Green, Gold, Pewter, Red, White

93.0 in (236 cm)
47.0 in (119 cm)
46.5 in (118 cm) (top of steering wheel)
67.5 in (171 cm) (top of sun canopy)
66.0 in (168 cm)
34.0 in (86 cm)
38.5 in (97 cm)
4.25 in (10.8 cm)
4-Cycle 24.5 cu in (401cc) Low-Emissions
Single Cylinder OHV
N/A
13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Starter/Generator — Solid State Regulator
One, 12 Volt Maintenance Free
Pedal
Industrial-Rated Dry Filter
Pressurized Oil System
Spin-On
Air Cooled
5.3 Gallon (20 L)
N/A
N/A
Continuously Variable Transmission (CVT)
Differential with Helical Gears
Forward-Reverse
11.42:1 (Forward) 15.78:1 (Reverse)
N/A
Unique Group, Unique Individual
N/A
0-3,000 ft, 3,000-6,000 ft, 6,000-10,000 ft

2-Passenger
760 lb (344 kg)
780 lb (354 kg)
800 lb (363 kg)
19 ft (5.8 m)
13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Three E-Z-GO Golf Cars with Approved Permanent Tow Bar

Self-Compensating Rack and Pinion
Leaf Springs with Hydraulic Shock Absorbers
Rear Wheel Mechanical Self-Adjusting Drum
Self-Compensating, Single Point Engagement
18 x 8.50-8 (4-ply rated)

Welded Steel with Powder-Coat Protection
Injection Molded TPO
Ivory or Forest Green
Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Oyster
Tan, Gray (custom colors also available)
Black, Burgundy, Dark Green, Gold, Pewter, Red, White



A Textron Company

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2014 E-Z-GO Division of Textron Inc. All rights reserved. 822008-G8

<u>Vehicles</u>	<u>E-Z-GO Vehicle Pricing Off MSRP</u>
Golf Cars	52%
Utility Vehicles (Turf)	30%
Utility Vehicles (Industrial)	20%
Transportation Vehicles (Shuttles)	30%
Hospitality Vehicles (Refreshers)	20%
Road Legal Low Speed Vehicles	20%
AWD Vehicles	20%
Parts	30%
Accessories/Custom Solutions	30%

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend on Vehicles, Parts, and accessories)

Spend Amount	Rebate \$
\$100,000 - \$149,999	\$4000 - \$5999.96
\$150,000 - \$199,999	\$6000 - \$7999.96
\$200,000 - \$249,999	\$8,000 - \$9999.96
\$250,000 - \$299,999	\$10,000 - \$11,999.96
\$300,000 - \$349,999	\$12,000 - \$13,999.96
\$350,000 - \$399,999	\$14,000 - \$15,999.96
\$400,000 - \$449,999	\$16,000 - \$17,999.96
\$450,000 - \$499,999	\$18,000 - \$19,999.96
\$500,000 +	\$20,000

<u>Freight</u>	25% less than E-Z-GO rates current published rates
----------------	--

Based Upon \$4 a Gallon Diesel rates

Installation Charges:

\$175 per vehicle for canopy top, windshield and other options of a canopied vehicle
\$450 per vehicle for a custom cab and other options on a cab vehicle
\$35 per cart for tops, windshields and other options for fleet golf

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: MARCH 25, 2015

CONTRACT NO.: 130795
CONTRACT AMENDMENT NO. [REDACTED] **Four**
PAGE 1 of 1
SA
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

1. Special Terms and Conditions, Paragraph 8 shall hereby be replaced with the following:
 8. **8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustments to EZGO's MSRP list after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension. The "percentage discount off" shall be applied to the current, effective MSRP list to determine the net price. EZGO shall submit current effective MSRP lists to the City for approval. Approval of the MSRP lists do not require an amendment to the contract. The date of the most recently approved MSRP list will be posted on the National IPA website located at http://nationalipa.org/e-z-go_documents.html.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 25th DAY
OF March, 2015, AT TUCSON, ARIZONA.

Rusty McGhee 3/25/15
Signature Date

Rusty McGhee Director - Compliance & Contracts
Typed Name and Title

E-Z-GO Division of Textron Inc.
Company Name

1451 Marvin Griffin Road
Address

rmcghee@textron.com
Email Address

Augusta Ga 30906
City State Zip

Nathan Lane
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: OCTOBER 13, 2014

CONTRACT NO.: 130795
CONTRACT AMENDMENT NO.: ~~ONE~~ (3)
PAGE 1 of 1
SA
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

1. Pursuant to Contract No. 130795, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of January 1, 2015 through December 31, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Rusty McGhee 10/22/14
Signature Date

Rusty McGhee Director/Compliance & Contracts
Typed Name and Title

E-2-Go Division of Textron Inc.
Company Name

1451 Marvin Griffin Rd
Address

rmcgahee@textron.com
Email Address

Avuska Ca 30906
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 30th DAY
OF October, 2014, AT TUCSON, ARIZONA.

Nathan Dean
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-72102

CONTRACT NO. 130795
CONTRACT AMENDMENT NO. 2
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY AND HOSPITALITY CARTS

The parties hereby agree to the following revisions for Contract #130795.

1. The following models have been discontinued by EZGO.
 - a. EZGO Terrain 1000 electric series.
 - b. Cushman Hauler 1000.
 - c. Cushman 1200XE.
2. The following model is added to the contract.
 - a. Cushman Hauler Pro Golf Utility Vehicle.
 - b. See attachment "Cushman Hauler Pro" for details.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Rusty McGhee 10/22/14
Signature Date

Rusty McGhee DIRECTOR - COMPLIANCE & CONTRACTS

E-Z-GO Division A Textron Inc.
Company Name

1451 Marvin Griffin Rd
Address

Augusta GA 30906
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 30th DAY
OF October, 2014, AT TUCSON, ARIZONA.

Nathan Daon
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-72102

CONTRACT NO. 130795
CONTRACT AMENDMENT NO. 1
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY AND HOSPITALITY CARTS

The parties hereby agree to the following revisions for Contract #130795.

1. Item #2 of the Sample Vehicle Specifications and Price Page are hereby replaced in their entirety with the following documents.
 - a. Price Page – Amendment No. 1 (2 pages)
 - b. Sample Vehicles Specifications – Amendment No. 1 (3 pages)

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Daniel M. Loh 7/24/14
Signature Date

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 4th DAY
OF August, 2014, AT TUCSON, ARIZONA.

E-2-GO Division of Textron Inc.
Company Name
1451 Marvin Griffin Road
Address
Augusta Ga 30906
City State Zip

Marcheta Gillespie
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

PRICE PAGE
AMENDMENT NO. 1

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE
-------	-------------	------------

1.	Electric Powered Golf Vehicle, as per specifications	\$ _____
----	--	----------

MANUFACTURER AND MODEL NUMBER

2.	Gasoline Powered Golf Vehicle, as per specifications	\$ 4746.90
----	--	------------

E-Z-GO 614374601
MANUFACTURER AND MODEL NUMBER

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
2.	Equipment: Gasoline Powered Golf Vehicle Replacement Parts:	
	Drive Clutch <u>618688</u> PART/ITEM NUMBER	\$ <u>194.71</u>
	Starter/Generator <u>625715</u> PART/ITEM NUMBER	\$ <u>247.82</u>
	Battery <u>600497</u> PART/ITEM NUMBER	\$ <u>46.58</u>
	Brake Pads <u>612411 & 612412</u> PART/ITEM NUMBER	\$ <u>13.27</u>
	Front Axle <u>602513</u> PART/ITEM NUMBER	\$ <u>80.99</u>
	Steering Gear <u>70964601</u> PART/ITEM NUMBER	\$ <u>220.87</u>
	Fuel Filter <u>72044601</u> PART/ITEM NUMBER	\$ <u>2.25</u>
	Air Filter <u>28463601</u> PART/ITEM NUMBER	\$ <u>18.19</u>
	Tires <u>28764601</u> PART/ITEM NUMBER	\$ <u>50.20</u>
	Wheels <u>28759601</u> PART/ITEM NUMBER	\$ <u>27.30</u>

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ 886.49

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

GOLF ACCESSORIES		
Sweater Basket	(Y) or N	
Rack for two (2) golf bags constructed of steel or compressed molded plastic	(Y) or N	
DIMENSIONS/SPECIFICATIONS		
Length	91.00" - 95.00"	(Y) or N 93.0
Width	44.00" - 48.00"	(Y) or N 47.0
Weight without batteries	500 - 680 lbs	(Y) or N 552.0
Wheel Base	63.00" - 68.00"	(Y) or N 66.0
PERFORMANCE		
Forward Speed = 10 mph maximum	(Y) or N	
Reverse Speed of <= 5 mph	(Y) or N	
Range up to 40 miles	(Y) or N	
PARTS AND SERVICE		
Factory authorized service center	(Y) or N	
OEM parts delivery within 24 hours	(Y) or N	
WARRANTY		
3 Year Standard Warranty	Y or (N)	W2. OFFER A 4 YR WARRANTY, SEE

ITEM #2 - GASOLINE POWERED GOLF CART

AMENDMENT NO. 1

	COMPLY	EXCEPTIONS
POWER TRAIN		
Type = Gas Powered, Air Cooled	(Y) or N	
Horsepower >= 11	(Y) or N	
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	(Y) or N	
Ignition = Electronic	(Y) or N	
Transaxle with Helical Gears and Integral Differential Overdrive	(Y) or N	
Variable Automatic Torque Sensing	(Y) or N	
BATTERIES		
Manufacturer and Model Number	DISA 2000 2000 2000	
Type (AGM, Deep Cycle, Gel, etc.)	AGM/DEEP CYCLE	
Quantity	4	
Voltage	12V	
Amp Hours	500	
20 Hour Amp Hour Rating	500 CH	
Life Expectancy based upon 6 Hours of average daily cart use	4 YRS	
FRAME		
Rectangular or Tubular Steel Frame	(Y) or N	

CN
WARRANTY
(COMPONENT
HARDWARE
DRIVE SHAFT
PISTONS)

N/A

2000 2000 2000
2000 2000 2000
2000 2000 2000

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

Rust Proof, Non-corrosive	(Y) or N	<i>Can you provide adequate</i>
2" Rear Tow Hitch	Y or (N)	
2" Front Receiver Hitch	Y or (N)	
BODY		
Steel or Thermoplastic Construction	(Y) or N	
Scuff Plates - Rear Fenders, Cowl	(Y) or N	
Body Protection Wrap Around	(Y) or N	
Front and Rear Bumpers	(Y) or N	
Center Console - Tee and Ball Holder with at least 2 drink holders	(Y) or N	
Color = White	(Y) or N	
INSTRUMENTATION		
Fuel gauge	(Y) or N	
Horn	(Y) or N	
Reverse Warning Alarm	(Y) or N	
Dual Head, Tail and Brake Lights	(Y) or N	
Turn Signals	(Y) or N	
Emergency Flashers	(Y) or N	
Reflectors	(Y) or N	
SEATING		
Two Occupants	(Y) or N	
Foam cushions with heavy duty vinyl covers on bench and seat backs.	(Y) or N	
STEERING		
Automotive Type	(Y) or N	
Rack and Pinion or Worm Gear and Pitman System	(Y) or N	
Dual Handgrips	(Y) or N	
Pencil and score sheet holder	(Y) or N	
SUSPENSION		
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	(Y) or N	
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	(Y) or N	
BRAKES		
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	(Y) or N	
Foot Parking Brake with Automatic Release	(Y) or N	
Non asbestos lined pads	(Y) or N	
Life Expectancy based upon 6 hours of average daily cart use	<i>11-12</i>	
Semi-metallic pads with limited or lifetime warranty	(Y) or N	
Metallic pads with limited or lifetime warranty	Y or N	
TIRES & WHEELS		
Steel Rims	(Y) or N	
Hubcaps	(Y) or N	

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CIPPS
PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

18" x 8.5" x 10" or 8"

4-Ply

(Y) or N

(Y) or N

CANOPY

Constructed of high impact, weather and fade resistant, non-breakable materials

(Y) or N

GOLF ACCESSORIES

Sweater Basket

(Y) or N

Rack for two (2) golf bags constructed of steel or compressed molded plastic

(Y) or N

DIMENSIONS/SPECIFICATIONS

Length 94.00" - 95.00"

(Y) or N

Width 44.00" - 48.00"

(Y) or N

Weight without batteries 500 - 680 lbs

(Y) or N

Wheel Base 63.00" - 68.00"

(Y) or N

Fuel tank capacity 6 gallons

(Y) or N

Oil capacity 1 US Quart

(Y) or N

PERFORMANCE

Forward Speed = 19 mph maximum

(Y) or N

Reverse Speed of <=10 mph

(Y) or N

Range up to 75 miles

(Y) or N

PARTS AND SERVICE

Factory authorized service center

(Y) or N

OEM parts delivery within 24 hours

(Y) or N

WARRANTY

4 Year Standard Warranty

(Y) or N

Handwritten notes:
Approx. 1.1 mi
5.3 Gallons



FOR IMMEDIATE RELEASE:

Contact:
Brandon Haddock
Director, Communications
706.772.5931
bhaddock@textron.com

Cushman® Hauler™ PRO Is Next Evolution in Golf Utility Vehicles
*New Model Provides Range and Power of Gas Powertrain
Using Quiet, Zero-Emissions Electric Technology*

AUGUSTA, Ga. — Cushman® is proud to introduce the next evolution in golf utility vehicles, a fully electric Cushman Hauler™ PRO with a 72-volt AC drivetrain that provides the range and power once exclusive to gas-powered machines in a silent, zero-emissions vehicle. Cushman vehicles are manufactured by the E-Z-GO Division of Textron Inc.

"This new Cushman Hauler PRO gives superintendents the range and power of a gas-powered UTV, but in a silent, electric model a golf course needs," said Mike Parkhurst, Vice President, Golf for E-Z-GO and Cushman. "Cushman has a history of providing superintendents with reliable vehicles to tackle any job and the Hauler PRO is no different."

The new Hauler PRO features a 72-volt AC electric drivetrain, upgraded from more traditional 48-volt systems, that offers up to 50 fully-loaded miles of range between charges. The patented AC Drive technology also ensures that the Hauler PRO maintains consistent power and performance from the first pre-dawn chores to the last light of dusk, without the noisy drone of a gas engine.

The AC Drive technology is up to 25 percent more energy-efficient than DC technology, and also provides for unique features such as regenerative braking that recharges the batteries whenever the vehicle's brakes are applied and also speed control to maintain constant speeds up and down steep slopes.

The Hauler PRO is equipped with a standard on-board charger, which provides the convenience of charging the vehicle at any outlet within a property and eliminates the need for a separate bulky charger. An optional 12V outlet is also available.

An optional limited-slip differential provides for greatly improved traction on wet or loose turf, while helping to protect fairways from damage due to wheel slippage.

The Hauler PRO features a maximum load capacity of 1,000 pounds and come standard with a 9.5-cubic-foot cargo bed. A 14.9-cubic-foot aluminum cargo bed will be available as a factory-installed option for facilities that require more cargo space.

Visit <http://www.youtube.com/CushmanCommunication> to learn more about how the Cushman Hauler PRO can facilitate any golf course's needs.

For more information about Cushman's complete line of golf and golf utility vehicles, Shuttle personnel carriers and Refresher® food and beverage vehicles, visit www.cushman.com or join Cushman's Facebook community.

About Cushman

Since 1901, Cushman vehicles have been recognized light-transportation solutions for turf, commercial and industrial applications. Today, Cushman products include more than 15 different vehicle models, from the rugged 1600XD 4x4 utility vehicle, ideal for tough hauling and towing tasks in outdoor environments, to the imposing Titan, a fully electric material-handling vehicle for indoor environments with a load capacity of 3,000 pounds, to the Minute Miser, perfectly suited for transporting people and small loads across large facilities. Cushman vehicles are manufactured by the E-Z-GO Division of Textron Inc.

About Textron Inc.

Textron Inc. (NYSE: TXT) is a multi-industry company that leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems. More information is available at www.textron.com.

###

HAULER™ PRO

ELECTRIC AC
UTILITY VEHICLE

72-volt AC Electric Drivetrain

1,000-lb Load Capacity

9.6 cu-ft Cargo Box Capacity



Features and specifications of the vehicles are subject to change without notice.
Vehicle as photographed may include options not included on base model.



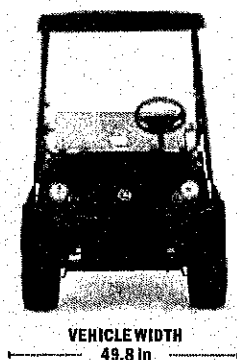
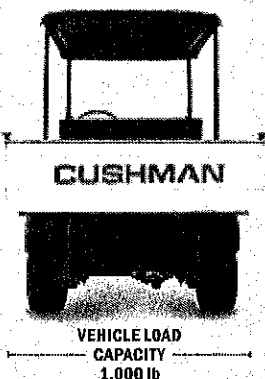
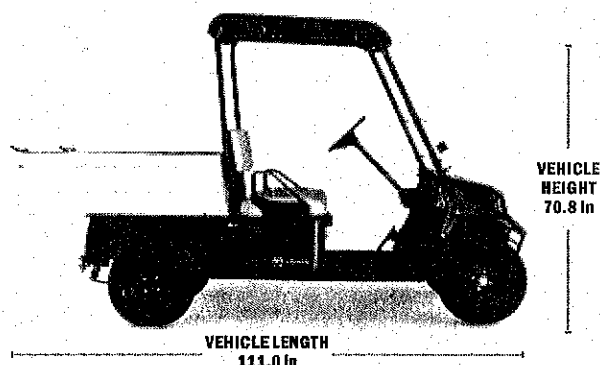
CUSHMAN



CUSHMAN
LET'S WORK.

Fully loaded and ready to work all day long.

Equipped with a 72-volt AC drivetrain, the Cushman® Hauler™ PRO has the range, power and operational efficiencies your course demands. Powered by a quiet, zero emissions 72-volt electric drivetrain, the Hauler PRO features a daily range of up to 50 miles fully loaded and all the energy benefits of a low maintenance AC system. A standard on-board charger gives you the flexibility to charge the Hauler PRO at any outlet within your facility. With a 1000-pound vehicle payload, optional limited-slip differential the Hauler PRO is the strong silent type, that is easy to work with!



HAULER PRO ELECTRIC AC UTILITY VEHICLE

DIMENSIONS	
Overall Length	111 in (281 cm)
Overall Width	49.8 in (126 cm)
Overall Height w/o Roof	47.5 in (121 cm) (Top of steering wheel)
Overall Height w/Struts & Roof	70.8 in (180 cm)
Wheel Base	75.3 in (191 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.8 in (99 cm)
Ground Clearance	5.5 in (14 cm)
Cargo Box Width (Inside)	44.0 in (112 cm)
Cargo Box Length (Inside)	36.0 in (91 cm)
Cargo Box Depth (Inside)	10.5 in (27 cm)
Cargo Box Capacity & Material	9.6 cu ft (0.27 m ³) / Roto-molded polyethylene
POWER	
Power Source	72-Volts DC
Motor Type	AC Induction
Horsepower (kW)	22.4HP (16.7 kW) - Measured at Peak Torque
Electrical System	72 Volt
Batteries (Qty, Type)	Nine, 8-Volt Deep Cycle
Drive Train	Motor Shaft Direct Drive
Battery Charger	900 Watt 72V DC
Speed Controller	350 Amp AC
Gear Selection	Seatwrap Mount Forward-Neutral-Reverse Switch
Transaxle	Differential with Helical Gears
Rear Axle Ratio	17:1
PERFORMANCE	
Seating Capacity & Style	2-Person, Bench
Dry Weight	804 lb (365 kg) (Without Batteries)
Curb Weight (w/ Batteries)	1371 lb (622 kg)
Bed Load Capacity	600 lb (270 kg)
Vehicle Load Capacity	1000 lb (450 kg)
Outside Clearance Circle	22.1 ft (6.7 m)
Speed (level ground)	13 mph +/- 0.5 mph (21 kph +/- 0.8 kph)
Programmable Speed Range	5 - 19 mph (8 - 30.5 kph)
Towing Capacity	1262 lb (5,614 N) Max Drawbar
STEERING & SUSPENSION	
Steering	Self-compensating Rack & Pinion
Front Suspension	Leaf Springs w/ Hydraulic Shock Absorbers
Rear Suspension	Leaf Springs w/ Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-adjusting Drum
Parking Brake	Self-compensating, Single Point Engagement
Front Tires	20 x 8 - 10 (4 Ply Rated)
Rear Tires	20 x 8 - 10 (4 Ply Rated)
FRAME & COLOR	
Frame	Durashield™ Powder Coated Welded Steel
Front Body & Finish	Injection Molded TPO
Rear Body & Finish	Steel, Base Coat/Clear Coat
Standard Color	Forest Green

Factory Installed Options & Field Accessories

- Limited Slip Differential
- Locking Glove Box
- Windshield
- Roof
- Taillights
- Brakelights
- Trailer Dump (Steel and Poly)
- 14.9 cu ft aluminum cargo bed
- 12 Volt Outlet
- Body Color (Patriot Blue, Ivory, White, Yellow, Orange or Custom Options)
- Turn Signal with Four-Way Flashers
- Strobe Lights
- Work Lights
- Weather Enclosure
- Defroster/Fan
- Steel Cab
- Beacon



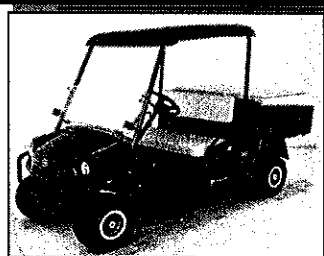
CUSHMAN

MODEL: HAULER 1000

TYPE: ELECTRIC 48V POWERED TRUCK

MODEL YEAR: 2014

Part No.: 618842



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Precision Drive System™ (PDS): Factory programmable to application

- Solid State continuously variable separately excited speed controller
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Anti-stall motor protection
- Regenerative 'Pedal Down' and/or 'Pedal Up' braking
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Diagnostic indicator
- Factory selectable performance options

Battery Charger: 48 VDC, 120/230 VAC 50/60 Hz. Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)

Motor: 48 Volt DC shunt wound, brazed armature, solid copper windings. Non vented 2.5 hp (1.9 kW) @ 2700 rpm (1 hour)

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Electrical System: 48 Volt DC, eight, 6 volt deep cycle storage batteries (115 minute minimum, 225 amp-hour @ 20 hr. discharge rate)

Transaxle: Differential with helical gears

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

Cargo Bed: Roto-molded cross-linked polyethylene. Lifts for access to powertrain. Removable hinged multi-position tailgate requires no latch mechanism

PRODUCT OVERVIEW

Dimensions

Overall Length	113 in (287 cm)
Overall Width	49.5 in (128 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of steering wheel)
Overall Height (With Canopy)	70.0 in (178 cm)
Wheel Base	77.0 in (196 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
Ground Clearance (at Differential)	4.3 in (11 cm)
Cargo Box Width (inside)	44.0 in (112 cm)
Cargo Box Length (inside)	36.0 in (91 cm)
Cargo Box Depth (inside)	10.5 in (27 cm)
Cargo Box Capacity	9.6 cu ft (0.27 m ³)
Cargo Box material	Roto-molded polyethylene

Vehicle Power

Power Source	48 Volts DC
Motor Type	Shunt Wound
Horsepower (kW)	2.5 hp (1.9 kW) @ 2700 rpm
Electrical System	48 Volt
Batteries (Qty, Type)	Eight, 6 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48VDC w/10 ft (3 m) DC Cord
Speed Controller	400 Amp Precision Drive System (PDS)
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears

Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	14.7:1

Performance

Seating Capacity	2 Person
Dry Weight	810 lb (367 kg) (Without Batteries)
Curb Weight	1300 lb (590 kg)
Bed Load Capacity	600 lb (272 kg)
Vehicle Load Capacity	1000 lb (450 kg)
Outside Clearance Circle	22.0 ft (6.7 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Towing Capacity	887 lb (402 kg) max load

Steering & Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Links 18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	Turf Saver 18 x 8.50 - 8 (Load Range B)

Body & Chassis

Frame	Welded steel. DuraShield™ powder coat
Front Body & Finish	Injection Molded TPO
Standard Color	Hunter Green

Some items shown may be optional equipment

**CUSHMAN****OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)***

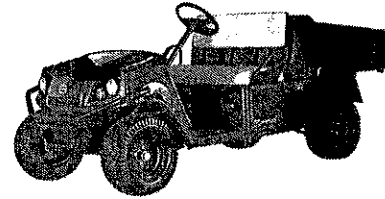
Item	Std	Opt	Fld
TIRES & WHEELS:			
Front:			
Links 18 x 8.50 - 8 (4 Ply Rated)	X		
USA Trail 18 x 8.50 - 8 (Load Range C)		X	
Turf Saver 18 x 8.50 - 8 (4 Ply Rated)		X	
Rear:			
Turf Saver 18 x 8.50 - 8 (4 Ply Rated)	X		
USA Trail 18 x 8.50 - 8 (Load Range C)		X	
Links 18 x 8.50 - 8 (4 Ply Rated)		X	
Wheel Covers:			
Spoke, Black & Gold		X	
Spoke, Black & Silver		X	
COLORS:			
Body Color - Hunter Green	X		
Body Color - Ivory		X	
Body Color - Bright White		X	
Body Color - Yellow		X	
Body Color - Orange		X	
Custom Body Color		X	
Seat Color - Gray	X		
Seat Color - Oyster		X	
Seat Color - Tan		X	
Seat Color - White		X	
HAULING & TOWING:			
Poly Bed w/Manual Dump	X		
Poly Bed w/Elec Dump		X	
Alum Bed w/Manual Dump		X	
Alum Bed w/Elec Dump		X	
2 in (5 cm) Receiver (Rear)		X	
1 7/8 in (48 mm) Ball Hitch (Rcvr Req'd)		X	
Angle Hitch (Rcvr Req'd)		X	
Clevis Hitch (Rcvr Req'd)		X	
Angle Hitch, Drop (Rcvr Req'd)		X	
1 7/8 in (48 mm) Ball Hitch, Drop (Rcvr Req'd)		X	
Clevis Hitch, Drop (Rcvr Req'd)		X	
OTHER PERFORMANCE:			
Front Fascia & Brush Guard (Black)	X		
Ash Tray		X	
Front Hydraulic Disc Brakes		X	
Glove Box Door (Locking) Driver Side		X	
Glove Box Door (Locking) Passenger Side		X	
International Shipping		X	
TRANSAXLE:			
Limited Slip Differential		X	
Differential Guard		X	

Item	Std	Opt	Fld
ELECTRICAL:			
Battery Chargers:			
48 VDC, 120 VAC 50/60 Hz w/10' DC Cord		X	
48 120 VAC 50/60 Hz w/18' DC Cord		X	
Batteries			
T105 48V Battery Pack	X		
T105 48V Battery Pack w/Battery Fill System		X	
T125 48V Battery Pack		X	
T125 48V Battery Pack w/Battery Fill System		X	
T145 48V Battery Pack		X	
T145 48V Battery Pack w/Battery Fill System		X	
Other:			
Headlights	X		
State of Charge Meter	X		
Horn	X		
Headlights & Taillights		X	
Unique Individual Key Switch		X	
Brake Lights		X	
Turn Signals with 4-Way Flashers		X	
DC Converter		X	
Hour Meter		X	
WEATHER PROTECTION:			
Sun Canopy (Top) Black			X
Windshield Fold Down			X
Weather Enclosure, (Top & W'shld Req'd) various colors			X
Windshield Flat			X
Canopy Handle			X
VEHICLE CAB:			
Steel Cab (Tan):			X
Steel Cab (White):			X
Steel Cab (Custom Color):			X
Doors (Steel) Tan (Cab Req'd)			X
Doors (Steel) White (Cab Req'd)			X
Doors (Steel) Custom Color (Cab Req'd)			X
Beacon, Amber (Cab, Fuse Panel w/Switches req'd)			X
Defroster/Fan (Cab, Fuse Panel w/Switches req'd)			X
Dome Light (Cab, Fuse Panel w/Switches req'd)			X
Vinyl Doors (Cab Required) various colors			X
Mirrors (Cab Required)			X
Strobe Light (Cab, Fuse Panel w/Switches req'd)			X
Windshield Wiper (Cab, Fuse Panel w/Switches req'd)			X
Fuse Panel w/Switches			X



CUSHMAN

MODEL: HAULER™ PRO
TYPE: ELECTRIC 72V POWERED TRUCK
MODEL YEAR: 2014
Part No.: 634182



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

- Solid State continuously variable AC speed controller
- Seatwrap mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Anti-stall motor protection
- Regenerative 'Pedal Down' and/or 'Pedal Up' braking
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Diagnostic indicator
- Factory programmable to application

Battery Charger: 900 Watt, 72 VDC, 120/230 VAC 50/60 Hz, Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)
Motor: 72 Volt AC Induction, solid copper windings. Non vented 22.4 hp (16.7 kW) Peak
Drive Train: Direct motor shaft connected to transaxle pinion shaft
Electrical System: 72 Volt DC, nine, 8 volt deep cycle storage batteries (78 minutes @ 75 Amps, 170 amp-hour @ 20 hr. discharge rate)
Transaxle: Differential with helical gears
Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system
Cargo Bed: Roto-molded cross-linked polyethylene. Lifts for access to powertrain. Removable hinged multi-position tailgate requires no latch mechanism

PRODUCT OVERVIEW

Dimensions		Performance	
Overall Length	111 in (281 cm)	Seating Capacity	2 Person
Overall Width	49.8 in (126 cm)	Dry Weight	804 lb (365 kg) (Without Batteries)
Overall Height (No Canopy)	47.5 in (121 cm) (Top of steering wheel)	Curb Weight	1371 lb (622 kg)
Overall Height (With Canopy)	70.8 in (180 cm)	Bed Load Capacity	600 lb (270 kg)
Wheel Base	75.3 in (191 cm)	Vehicle Load Capacity	1000 lb (450 kg)
Front Wheel Track	37.0 in (94 cm)	Outside Clearance Circle	22.1 ft (6.7 m)
Rear Wheel Track	38.8 in (99 cm)	Intersecting Aisle Clearance	N/A
Ground Clearance (at Differential)	5.5 in (14 cm)	Speed (Level Ground)	13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Cargo Box Width (inside)	44.0 in (112 cm)	Towing Capacity	1262 lb (5614 N) Max Drawbar
Cargo Box Length (inside)	36.0 in (91 cm)	Steering & Suspension	
Cargo Box Depth (inside)	10.5 in (27 cm)	Steering	Self-compensating rack and pinion
Cargo Box Capacity	9.6 cu ft (0.27 m ³)	Front Suspension	Leaf springs with hydraulic shock absorbers
Cargo Box material	Roto-molded polyethylene	Rear Suspension	Leaf springs with hydraulic shock absorbers
Vehicle Power		Service Brake	Rear wheel mechanical self-adjusting drum
Power Source	72 Volts DC	Parking Brake	Self-compensating, single point engagement
Motor Type	AC Induction	Front Tires	20 x 8 - 10 (4 Ply Rated)
Horsepower (kW)	22.4 hp (16.7 kW) Peak	Rear Tires	20 x 8 - 10 (4 Ply Rated)
Electrical System	72 Volt	Body & Chassis	
Batteries (Qty, Type)	Nine, 8 Volt Deep Cycle	Frame	Welded steel. DuraShield™ powder coat
Key or Pedal Start	Pedal Start	Front Body & Finish	Injection Molded TPO
Battery Charger	900 Watt, 72VDC	Standard Color	Hunter Green
Speed Controller	350 Amp AC	Noise & Vibration	
Drive Train	Motor Shaft Direct Drive	Noise	Sound pressure; continued A-weighted ≤ 70 db(A)
Transaxle	Differential with helical gears	Vibration, WBV	Highest RMS value of weighted acceleration is less than 2.5 m/s
Gear Selection	Seatwrap Mounted Forward-Neutral-Reverse	Vibration, HAV	Highest RMS value of weighted acceleration is less than 2.5 m/s
Rear Axle Ratio	17:1	The uncertainty of measurement is 0.12 m/s	

Measurement methods were applied per the ISO 2631 and ISO 5349 standards under conditions of typical vehicle surfaces.

Some items shown may be optional equipment

**CUSHMAN****OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)***

Item	Std	Opt	Field	Item	Std	Opt	Field
TIRES & WHEELS:				ELECTRICAL:			
Front:				Battery Chargers:			
20 x 8 - 10 (4 Ply Rated)	X			72 VDC, 120/230 VAC 50/60 Hz On Board	X		
18 x 8.50 - 8 (4 Ply Rated)		X		Other:			
18 x 8.50 - 8 (Load Range C)		X		Unique Individual Key Switch		X	
18 x 8.50 - 8 (Load Range B)		X		Headlights	X		
Rear:				Headlights & Taillights		X	
20 x 8 - 10 (4 Ply Rated)	X			Brake Lights		X	
18 x 8.50 - 8 (Load Range C)		X		Turn Signals with 4-Way Flashers		X	
18 x 8.50 - 8 (Load Range B)		X		Strobe Light			X
Wheel Covers:				Work Lights			X
Spoke, Black & Gold		X		Work Lights with Strobe Light			X
Spoke, Black & Silver		X		Miscellaneous:			
COLORS:				DC Converter	X		
Body Color - Hunter Green	X			Heavy Duty Battery Option		X	
Body Color - Ivory		X		Battery Watering System		X	
Body Color - Bright White		X		Hour Meter		X	
Body Color - Yellow		X		12 Volt Outlet		X	
Body Color - Orange		X		WEATHER PROTECTION:			
Custom Body Color		X		Sun Canopy (Top) Black			X
Seat Color - Gray	X			Sun Canopy (Top) Grey			X
Seat Color - Oyster		X		Weather Enclosure, White (3 Side, Top & Windshield Req'd)			X
Seat Color - Tan		X		Weather Enclosure, Tan (3 Side, Top & Windshield Req'd)			X
Seat Color - White		X		Windshield Flat			X
HAULING & TOWING:				Windshield Fold Down			X
2 in (5 cm) Receiver (Rear)		X		TRANSAXLE:			
1 7/8 in (48 mm) Ball (Rcvr Req'd)		X		Limited Slip Differential		X	
Angle (Rcvr Req'd)		X		VEHICLE CAB:			
Clevis (Rcvr Req'd)		X		Steel Cab (Tan):			X
Angle, Drop (Rcvr Req'd)		X		Steel Cab (White):			X
1 7/8 in (48 mm) Ball, Drop (Rcvr Req'd)		X		Steel Cab (Non Standard Color):			X
Clevis, Drop (Rcvr Req'd)		X		Beacon, Amber (Cab Required)			X
Power Dump (Electric)		X		Defroster/Fan (Cab Required)			X
Trailer, Dump (Steel Bed)			X	Dome Light (Cab Required)			X
Trailer, Dump (Poly Bed)			X	Doors (Steel) Tan (Cab Required)			X
OTHER PERFORMANCE:				Doors (Steel) White (Cab Required)			X
Ash Tray		X		Doors (Steel) Non Standard Color (Cab Required)			X
Differential Guard		X		Doors (Vinyl) Tan (Cab Required)			X
Front Hydraulic Disc Brakes		X		Rear View Mirror (Cab Required)			X
Front Fascia & Brush Guard (Black)		X		Windshield Wiper (Cab Required)			X
Glove Box Door (Locking) Driver Side		X					
Glove Box Door (Locking) Passenger Side		X					
Horn	X						
State of Charge Meter	X						
Comfort Grip Steering Wheel (Premium Steering Wheel)		X					



CUSHMAN

2014 Hauler PRO
Electric 72V AC

Last Revised: December 18th, 2013

ORDER FROM AUGUSTA, GA
[TEL] 800 241-5855

HAULER PRO	Model Number	Suggested Retail Price
Hauler PRO 72V AC	634182	\$10,548

Configuration Highlights:

Motor:	72 Volts AC	Rear Suspension:	Leaf Springs w/Hydraulic Shocks
Horsepower:	22.4 hp (16.7 kW) Peak	Service Brake:	Rear Wheel Mechanical Drum
Batteries:	Nine, 8 Volt Deep Cycle	Front Tires:	Turf Saver 20 x 8.00 - 10 (4 Ply Rated)
Charger:	900 Watt, 72 VDC, On Board	Rear Tires:	Turf Saver 20 x 8.00 - 10 (4 Ply Rated)
Speed Controller:	350 Amp AC	Load Capacity:	1000 lb (450 kg)
Frame:	Welded Steel with DuraShield™ Coating	Towing Capacity:	1,262 lb (5,614 N) Max Drawbar
Cargo Box:	Roto-Molded Polyethylene (9.6 cu ft capacity)	Bed Load Capacity:	600 lb (270 kg)
Body & Finish:	TPO/Steel (Base Coat/Clear Coat)	Ground Speed:	13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Front Suspension:	Leaf Springs w/Hydraulic Shocks		

Note: Options & Accessory prices shown assume item(s) are ordered with a vehicle through E-Z-GO order entry.
For prices on items ordered without a vehicle, please contact the Parts & Accessories Department at (888) 438-3946

Factory Installed Optional Equipment:	Pro	Part Number	Suggested Retail Price
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TIRES & WHEELS

Front

Turf Saver 20 x 8.00 - 10 (4 Ply Rated)	•	634496	Standard
USA Trail 18 x 8.50 - 8 (5 Ply Rated) (Set of two)	•	27773G01	\$64
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	•	27770G01	No Charge
Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two)	•	27770G03	No Charge

Rear

Turf Saver 20 x 8.00 - 10 (4 Ply Rated)	•	634497	Standard
Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two)	•	27771G03	No Charge
USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two)	•	27774G01	\$64
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	•	27771G01	\$139

Wheel Covers

Spoke, 8" Black & Gold (Set of 4)	•	606353	\$64
Spoke, 8" Black & Silver (Set of 4)	•	611321	\$64

COLORS

Colors

Standard (Hunter Green)	•		Standard
Additional Colors (Patriot Blue, Ivory, Orange, Yellow)	•		
Premium I (Flame Red, Steel Blue, Bright White)	•	28051G12	\$450
Metallic Charcoal, Inferno Red, Electric Blue	•		

Seat Colors

Seat Color (Grey)	•	71272G04	Standard
Seat Color (White)	•	71272G03	\$76
Seat Color (Oyster)	•	71272G01	\$76
Seat Color (Tan)	•	71272G02	\$76

OTHER ENHANCEMENTS

Clays Car Package (Front storage basket & 2-gun holder)	•	614317	\$350
Comfort Grip Steering Wheel	•	70757G09	\$10
Ash Tray	•	75109G03	\$26
Brush Guard	•	619915	Standard
Front Hydraulic Disc Brakes	•	634243	\$591
Glove Box Door (Locking) Passenger Side	•	75456G03	\$127
Glove Box Door (Locking) Driver Side	•	75456G02	\$127
Differential (Scuff) Guard	•	634247	\$34
Canopy Handle	•	619341	\$12
Limited Slip Differential	•	634236	\$99
Limited Slip Differential w/ Differential (Scuff) Guard	•	617200	\$132

Factory Installed Optional Equipment:	Pro	Part Number	Suggested Retail Price
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ELECTRICAL

Charger, 72 VDC, On Board	•	634564	Standard
DC Converter (20 Amp)	•		Standard
Hour Meter	•	634538	\$71
12 Volt Outlet	•	634701	\$54
Batteries T875	•	635877	Standard
Batteries T875 with Fill System	•	635419	\$204
Batteries T890	•	635879	\$523
Batteries T890 with Fill System	•	634255	\$706

Lighting:		
Headlights	622285	Standard
Taillights	74941G03	\$123
Brake Lights (Rear Brakes Only)	74668G05	\$62
Brake Lights (For Use With Front Hydraulic Brakes)	74871G03	\$61
Turn Signals with 4-Way Flashers	634692	\$296
LED Headlights	622340	\$206
Dash Plate:		
State of Charge Meter		Standard
Unique Individual Key Switch	71120G06	\$41

HAULING & TOWING

1 7/8 in (48 mm) Ball Hitch	74492G01	\$93
2 in (5 cm) Receiver (Rear)	74270G16	\$54
Angle Hitch	74492G03	\$106
Clevis Hitch	74492G05	\$106
Drop Angle Hitch	74492G07	\$53
1 7/8 in (48 mm) Drop Ball Hitch	74492G09	\$83
Drop Clevis Hitch	74492G11	\$74
Plastic Bed (Manual Lift)	74658G01	Standard
Plastic Bed (Electric Lift)	634248	\$588
Aluminum Bed (Manual Lift, 47.3" x 47.3" x 11.5" - 14.9 cu.ft.)	620519	\$446
Aluminum Bed (Electric Lift, 47.3" x 47.3" x 11.5" - 14.9 cu.ft.)	634238	\$725

Field Installed Accessories *Prices do not include labor

	Pro	Part Number	Suggested Retail Price
WEATHER PROTECTION			
Sun Canopy (Top) Black	•	617414	\$426
Weather Enclosure - Black	•	624829	\$477
Weather Enclosure - Gray	•	624830	\$477
Weather Enclosure - Green	•	624831	\$477
Weather Enclosure - White	•	624832	\$477
Weather Enclosure - Tan	•	624833	\$477
Windshield Split Kit	•	625932	\$147
Windshield Full Kit	•	625931	\$132

VEHICLE CAB & INSERTS

Steel Cab (Tan)	•	72684G01	\$1,913
Steel Cab (White)	•	72684G02	\$1,913
Windshield Blower	•	74248G01	\$131
Doors (Steel) Tan (Cab Required)	•	75856G01	\$1,154
Doors (Steel) White (Cab Required)	•	75856G02	\$1,154
Doors (Vinyl) Tan (Cab Required)	•	75855G01	\$871
Doors (Vinyl) White (Cab Required)	•	75855G02	\$871
Rear View Mirror - One Side (Cab Required)	•	27924G01	\$101
Strobe Light (Cab Required)	•	74245G01	\$128
Switch Panel (Cab Required)	•	74250G01	\$335
Windshield Wiper (Cab Required)	•	74244G01	\$101
Work Light (Cab Required)	•	74247G01	\$128
Battery Fill System Nozzle, 20' Hose	•	614521	\$190
Niagra Delonizer (Service Parts Order Only)	•	614668	\$1,132

Custom Solutions

	Pro	Custom Quote #	Suggested Retail Price
Labor Included			
Aluminum van box with lockable double doors in rear. Van box is completely weather proof with fully welded seams. Overall size is 50" long x 48" wide x 44" tall. Pricing is the same factory or field installed. Powder coat finish. (Hammer beige, Hammer White, gray, black, green)	•	3521	Check with your local dealer
Lockable diamond pattern aluminum storage box 44"x10"x10" designed to fit in poly bed and aluminum bed.	•	3503	Check with your local dealer
Flatbed 48" wide x 48" long - steel frame with 1" retaining lip and painted plywood deck. (must use "no bed" option)	•	4144	Check with your local dealer

Confidential
Prices subject to change without notice
State & local taxes & fees apply
© E-Z-GO, a division of Textron Inc.

Cushman
1451 Marvin Griffin Rd
Augusta, GA 30906
1-800-241-5855

Effective: January 1, 2014
All prices Ex-works Augusta, GA, USA
Terms: Net 30 days

CITY OF TUCSON

Contract 130795

for

Golf, Utility and Hospitality Carts

with

E-Z-Go Division of Textron

Effective: January 1, 2014

The following documents comprise the executed contract between the City of Tucson and E-Z-Go Division of Textron, effective January 1, 2014:

- I. Signed Offer and Acceptance
- II. Best and Final Offer, September 12, 2013
- III. Negotiated Items, August 29, 2013
- IV. Revised Offer, July 30, 2013
- V. Request for Interview, July 23, 2013
- VI. Request for Clarification
- VII. E-Z-Go's Response to the RFP

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: Rusty McGahere

1451 MARVIN GRIFFIN RD.
Address

Title: DIRECTOR OF COMPLIANCE

Augusta, GA 30906

Phone: 706-796-4534

City State Zip

Fax: 706-772-8819

Rusty McGahere
Signature of Person Authorized to Sign

E-mail: RMCGAHEE@TEXTRON.COM

Rusty McGahere
Printed Name

DIRECTOR - COMPLIANCE & CONTROLS
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130795.

CITY OF TUCSON, a municipal corporation

Approved as to form this 4th day of Nov, 2013.

Awarded this 4th day of November, 2013.

Sam Stan M
As Tucson City Attorney and not personally

Marcheta Gillespie
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

September 12, 2013

Ms. Lurie Nichol
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

Sent this day via email to:
lnichol@textron.com

**RE: Request for Proposal No. 130795 - Golf, Utility and Hospitality Carts
Request for Best and Final Offer**

Dear Ms. Nichols:

Based on previous discussions and negotiations, this letter serves as an opportunity for E-Z-GO Division of Textron Inc. to strengthen their proposal by submitting a Best and Final Offer to include, at a minimum, the items detailed below.

- A. E-Z-GO may submit best and final pricing to include equipment and parts pricing, free goods program, national program administration fee and any minimum sales guarantees.

Please submit revised pricing using the same format as the original offer. That is, if any component of your pricing strategy changes such as proposing a more aggressive discount off, then re-submit the price pages for the sample equipment and parts. If revised pricing is not being offered, the most recent submitted pricing will be used for the evaluation.

Additionally, please submit pricing for the City to acquire a fleet of golf carts per the "Sample Fleet Golf Cart Purchase" that is listed on the final page of this letter. Pricing shall be based on the product specified for Item #2 – Gasoline Powered Golf Cart at the discount and unit pricing offered for the contract. **See Attachment**

- B. Attached is a redline of the National IPA Administration Agreement that reflects the changes discussed at the negotiations meeting. Provide confirmation that E-Z-GO is in agreement with the proposed changes and monthly payment language. **See Attachment**
- C. Field Day: The City of Tucson requests that the E-Z-GO distributor conduct an annual field day for the City of Tucson to include in general a demonstration of equipment, education programs, training programs, etc. Similar programs could be provided by other participating E-Z-GO distributors for their respective agencies. The City would coordinate this event with E-Z-GO as to location, content, etc. **Agreed**
- D. The City and E-Z-Go are in agreement on the following items discussed at the negotiations meeting.

SCOPE OF WORK, PRODUCT REQUIREMENTS, 4. DEFECTIVE

PRODUCT: The following language replaces the original language contained in the RFP in its entirety.

All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of Contractor's applicable limited warranty statement. To the extent that the repairs are covered by such warranty statements, the cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3 – 4 weeks of initial notification. Defective parts will be received within 72 hours. EZGO will make every effort to supply within 72 hrs providing OEM parts are available.

SCOPE OF WORK, PRODUCT REQUIREMENTS, 6. PRICING: The following language replaces the original language contained in the RFP in its entirety.

Contractors are to provide a discount from a verifiable price index or provide a reduced Net pricing schedule. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award including a separate line item for freight charges. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

Comment [11]: Agreed

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

SCOPE OF WORK, SERVICE REQUIREMENTS, 2. PARTS AND SERVICE: The following language replaces the original language contained in the RFP in its entirety.

The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts in a timely manner. Any required parts not in stock may be ordered next day delivery and any and all costs for next day delivery shall be borne by the City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy. Contractor endeavors to provide warranty service within 72 hours of notification request.

STANDARD TERMS AND CONDITIONS, 23. INTERPRETATION-PAROLE EVIDENCE: The original City of Tucson language prevails.

STANDARD TERMS AND CONDITIONS, 42. WARRANTIES: The following language replaces the original language contained in the RFP in its entirety.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties.

Contractor' standard printed limited warranty for each of the parts, completes or other equipment or goods sold hereunder in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statements of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose, are hereby disclaimed.

STANDARD TERMS AND CONDITIONS, 43. LIMITATION OF LIABILITY: The City is in agreement with the following language proposed by E-Z-GO.

Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, punitive or special damages arising out of or in connection with this agreement or any breach thereof.

2. Price Adjustments: The City is in agreement that price/discounts will remain firm for a period of one year from the anniversary date of the contract. E-Z-GO shall submit new price lists in November of each year. The City and E-Z-GO will execute an amendment to capture the new price lists.

- E. STANDARD TERMS AND CONDITIONS, 20. INDEMNIFICATION: The City is proposing the following revision to E-Z-GO's proposed language. Please confirm if E-Z-GO accepts the added language (appears in red).

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials, employees ~~and volunteers~~ from and against all third party allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any

Comment [d2]: We can accept.

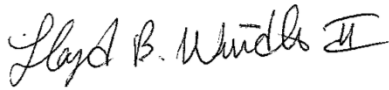
actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees; provided, however, that Contractor shall not be obligated to pay, defend, indemnify or hold harmless the City of Tucson for the actions, acts, errors, mistakes or omissions caused in whole or part by the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers.

Comment [d3]: Added for consistency between sections.

Your response to this letter must be received by the City's Department of Procurement on or before September 19, 2013 at Noon local Arizona time.

The City of Tucson appreciates your interest in this contract. If you should have any questions, please do not hesitate to contact me at (520) 837-4105.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB
Principal Contract Officer

C: Evaluation Committee
File 130795

SAMPLE FLEET GOLF CART PURCHASE

Submit pricing to acquire a fleet of 70 golf carts based on the specifications for Item #2 – Gasoline Powered Golf Vehicle. Pricing shall reflect the pricing offered for the contract and be confirmed by the price lists, discount off and freight charge table submitted for the model proposed to meet or exceed the specifications for Item #2. Clearly identify any accessories or options that are not included in the base model proposed.

QUANTITY	MODEL DESCRIPTION & MODEL NUMBER	BASE UNIT PRICE	EXTENDED PRICE
70	<u>TXI Freedom GAS</u> <u>612946601</u>	\$ <u>3131.04</u>	\$ <u>219,172.80</u>
	ACCESSORIES/OPTIONS NOT INCLUDED IN BASE UNIT		
70	<u>Front Bumper</u>	\$ <u>139.20</u>	\$ <u>9,744.00</u>
70	<u>State of Charge Meter</u>	\$ <u>43.68</u>	\$ <u>3,057.60</u>
70	<u>Turn Signal</u>	\$ <u>137.28</u>	\$ <u>9,609.60</u>
70	<u>Hub Caps</u>	\$ <u>21.60</u>	\$ <u>1,512.00</u>
	<u>Sam Canopy</u>	<u>115.20</u>	<u>8,064.00</u>
	<u>Wheel Covers</u>	<u>21.60</u>	<u>1,512.00</u>
70	FREIGHT CHARGES	\$ <u>326.00</u>	\$ <u>22,820.00</u>
SUBTOTAL			\$ <u>275,492.00</u>
TAX			\$ <u>22,314.85</u>
GRAND TOTAL			\$ <u>297,806.85</u>

August 29, 2013

Ms. Lurie Nichol
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

Sent this day via email to:
lnichol@textron.com

**RE: Request for Proposal No. 130795 - Golf, Utility and Hospitality Carts
Notice of Intent to Negotiate**

Dear Ms. Nichols:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting E-Z-GO Division of Textron Inc. to enter into negotiations.

The City has reviewed E-Z-GO Division of Textron Inc. proposal and would like to discuss the following points with representatives of E-Z-GO Division of Textron Inc. on September 5, 2013 from Noon to 2:00 pm in the Attorney's Large Conference Room, 7th Floor, located in City Hall at 255 W. Alameda St, Tucson, Arizona.

1. Exceptions: The following exceptions are not agreed to by the City of Tucson and require further discussion and negotiations. Exceptions not listed here are agreed to by the City.

a. Product Requirements:

4. DEFECTIVE PRODUCT: The City rejects the proposed changes and proposes the following language:

All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of Contractor's applicable limited warranty statement. To the extent that the repairs are covered by such warranty statements, the cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3 – 4 weeks of initial notification. Defective parts will be received within 72 hours. **EZGO will make every effort to supply within 72 hrs providing OEM parts are available. We still rely on our off shore OEM partners (we don't manufacturer every part of our vehicles) and there are times we are waiting on back orders.**

6. PRICING: The City rejects the proposed changes and proposes the following language:

Contractors are to provide a discount from a verifiable price index or provide a reduced Net pricing schedule. Prices/discounts shall remain firm and will include

all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award **including a separate line item for freight charges.** Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule. **Accepted**

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered. **This is standard contract procedure at EZGO. EZGO publishes the price sheets with Retail price and Contract price.**

b. Service Requirements:

2. Parts and Service: The City rejects the proposed changes and proposes the following Language:

The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts in a timely manner. Any required parts not in stock may be ordered next day delivery and any and all costs for next day delivery shall be borne by the City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy. Contractor endeavors to provide warranty service within 72 hours of notification request. **Accepted**

c. Standard Terms and Conditions:

20. INDEMNIFICATION:

43. LIMITATION OF LIABILITY: The request to modify the indemnification language and add the Limitation of Liability clause is unacceptable to the City of Tucson. The City of Tucson language must prevail.

23. INTERPREATION-PAROLE EVIDEHNCE: The City rejects the proposed change and requests that EZGO retract the proposed changes.

42. WARRANTIES: The City rejects the proposed changes and proposes the following:

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City

shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties.

Contractor' standard printed limited warranty for each of the parts, completes or other equipment or goods sold hereunder in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statements of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose, are hereby disclaimed.

20. INDEMNIFICATION: [Legal Input: see below, counter]

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all **third party** allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees; **provided, however, that Contractor shall not be obligated to pay, defend, indemnify or hold harmless the City of Tucson for the actions, acts, errors, mistakes or omissions caused in whole or part by the City of Tucson relating to the work, services and/or products provided in the performance of this Contract.**

43. LIMITATION OF LIABILITY: The request to modify the indemnification language and add the Limitation of Liability clause is unacceptable to the City of Tucson. The City of Tucson language must prevail [Legal input: see below, counter]

Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, punitive or special damages arising out of or in connection with this agreement or any breach thereof.

2. Price Adjustments: The City is in agreement that price/discounts will remain firm for a period of one year. The expectation is that the pricing discounts offered are

firm for each one year term of the contract. However, EZGO did not propose when or how price adjustments would occur. Please describe how price adjustments would occur. Price adjustments, change in discount offered, new price lists, etc. require executing an official written amendment.

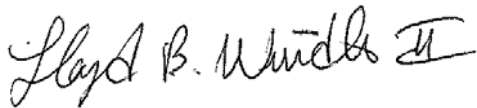
We like to publish pricing 30-60 days in advance in order to give our channel ample notice so we will release pricing in November. Our intention is to only have 1 price change per year and it would be applied with the anniversary date of City of Tucson and NIPA contract.

3. National IPA
Exhibit B, Administration Agreement Example,
 - a. Updates to Administration Agreement ? EZGO could not find reference.
 - b. Terms and Conditions #5. EZGO will not remove exception, possible alternate language?
 - c. Fees and Reporting #11 EZGO will not remove exception, possible alternate language?

This Notice of Intent to Negotiate is not a intent to award a contract and does not establish any contractual relationship between E-Z-GO Division of Textron Inc. and the City. Its intent is to notify the affected parties that the City will engage in negotiations with E-Z-GO Division of Textron Inc. In the event that the City is not able to negotiate a satisfactory contract with E-Z-GO Division of Textron Inc. , the City will formally terminate negotiations and may enter into subsequent negotiations with the next most qualified firm.

If you should have any questions regarding the items above, please contact me at (520) 837-4105 or at Lloyd.windle@tucsonaz.gov. I look forward to discussing these items with you on September 5, 2013.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB
Principal Contract Officer

C: Evaluation Committee
File 130795

CITY OF TUCSON REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130795

PROPOSAL DUE DATE: MAY 22, 2013 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

PRE-PROPOSAL CONFERENCE DATE: MAY 7, 2013
TIME: 10:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M.
TELEPHONE NUMBER: (520) 837-4105
Lloyd.windle@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

LBW/swb

PUBLISH DATE: APRIL 11, 2013

INTRODUCTION/BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide quality **GOLF, TURF AND HOSPITALITY CARTS**. The City of Tucson has over 110 public parks and 5 public golf courses located throughout the City. Tucson City parks come in all shapes and sizes ranging from small neighborhood parks to large district parks. Tucson City golf courses are all 18-hole courses that cover approximately 550 acres.

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Principal Procurement Agency, as defined in Attachment I, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment I).

The City of Tucson anticipates spending approximately \$500,000 over the full potential Master Agreement term for Golf, Turf and Hospitality Carts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Golf, Turf and Hospitality Carts purchased under the Master Agreement through National IPA is approximately \$10 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

SCOPE OF WORK

GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Be an authorized distributor or manufacturer.
 - b. Have a strong national presence in the golf and utility vehicle equipment industry.
 - c. Have a distribution model capable of delivering products nationwide.
 - d. Have a demonstrated sales presence.
 - e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
3. **CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
 - a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - c. **Low Speed Vehicles** – A complete and comprehensive line of new and used vehicles that meet street legal requirements.
 - d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
 - e. **Balance of Line** – A complete and comprehensive line of related products provided by the offeror that complement equipment available under the contract. This could include GPS or navigational products that work with the equipment.
 - e. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate *and applicable* ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org), OSHA (Occupational Safety and Health Administration – www.osha.org) standards and ANSI (American National Standards Institute – www.ansi.org) standards.

3. **CURRENT PRODUCTS:** All products being offered as "new" in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor *pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.*
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within *3-4 ((delete seven (7) days)) weeks* of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for *a one year period (delete 12 month)* and will include all charges that may be incurred in fulfilling requirement(s) for *a one year (delete 12 month)* period following contract award *including a separate line item for transportation expenses and related fuel surcharges.* Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

SERVICE REQUIREMENTS:

1. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
2. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within *3-4 weeks (delete 24 hours) of notification. Any required parts not in stock (delete must) may* be ordered day delivery and any costs for next day delivery shall be borne by the *(delete contractor) City*. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy.

Contractor *(delete shall) will* provide warranty service within *(delete 24 hours) in a timely manner* of notification request. *(delete Repairs (or delays in obtaining required parts) that will take longer than 48 hours will require the contractor to provide, deliver and retrieve a "loaner" vehicle until the City's vehicle is restored to service. The "loaner" vehicle must be of similar quality and size to the cart being repaired and free of charge).*

3. **TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:
- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.

- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

4. **DELIVERY:** For City of Tucson purchases, equipment shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time. The Contractor shall be required to give the Parks and Recreation Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

- a. M.S.O. (Manufacturer Statement of Origin)
- b. Warranty documents
- c. Manual's as described in Section 7 – Manuals.

5. **MANUALS:** For each order, the successful vendor shall furnish the following manuals during delivery of vehicles in the following quantity and formats.

- a. Operator's Manual, one (1) hard copy per unit
- b. Parts Manual, ~~((delete two (2)))~~ one (1) hard copy per vehicle model
- c. Service and Repair Manual, ~~((delete two (2)))~~ one (1) hard copy per vehicle model
- d. Overhaul Manual, two (2) hard copy per vehicle model
- e. Cross reference guide from manufacturers part numbers to their suppliers part numbers, one (1) hard copy per vehicle model per order
- f. One (1) electronic copy of each manual on CD or USB flash drive

If changes, modifications, additions or alterations occur to vehicles, vendor shall provide the applicable descriptive literature for each affected manual to the participating agency at no cost.

The City of Tucson and Participating Agencies shall have the right to reproduce any material for educational purposes.

6. **VEHICLE INSPECTION:** The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Parks and Recreation Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

The Contractor will be required, with each vehicle or group of vehicles delivered on the same purchase order number, to supply a delivery ticket specifying the purchase order number of each vehicle. Where there is more than one item on a purchase order, the bid item number shall also be indicated.

SAMPLE VEHICLE SPECIFICATIONS

Instructions for completing the sample vehicle specification worksheets. Indicate if the vehicle offered meets the specifications by circling either “Y” for yes or “N” for no in the column labeled “COMPLY”. If the vehicle offered does not comply with a specification, provide a brief description of the exception in the column labeled “EXCEPTIONS”.

ITEM #1 - ELECTRIC POWERED GOLF CART		
	COMPLY	EXCEPTIONS
MOTOR 36 Volt DC or 48 Volt DC (circle one) Output >= 2.5 HP for 1 Hour	Y or N Y or N	Comment [d1]: FREEDOM TXT 48 volt Comment [d2]: 48 Volt DC @ 13 amps
MOTOR/SPEED CONTROL UNIT Programmable Speed Control Solid State Microprocessor Diagnostic LED and Calibrator Interface Solid State Electronic Ignition	Y or N Y or N Y or N Y or N	
BATTERIES Manufacturer and Model Number Type (AGM, Deep Cycle, Gel, etc.) Quantity Voltage Amp Hours 20 Hour Amp Hour Rating Life Expectancy based upon 6 hours of average daily cart use	Trojan 3875 Deep cycle 6 per Vehicle 8 Volt 20 170 4 years	
CHARGER UL Listed Hours to recharge to full assuming batteries at 10%. Hours to recharge to full assuming batteries at 20%. Hours to recharge to full assuming batteries at 50%. Life Expectancy of Charger	Y or N	Comment [d3]: 2 Year Fleet
DRIVE SYSTEM Direct Coupled Transaxle Helical Gears	Y or N Y or N	
FRAME Rectangular or Tubular Steel Frame Rust Proof, Non-corrosive 2" Rear Tow Hitch 2" Front Receiver Hitch	Y or N Y or N Y or N Y or N	
BODY Steel or Thermoplastic Construction Scuff Plates - Rear Fenders, Cowl	Y or N Y or N	

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

Body Protection Wrap Around Y or N
Front and Rear Bumpers Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders Y or N
Color = White Y or N

INSTRUMENTATION

Battery Discharge Indicator Y or N
Horn Y or N
Reverse Warning Alarm Y or N
Dual Head, Tail and Brake Lights Y or N
Turn Signals Y or N
Emergency Flashers Y or N
Reflectors Y or N

SEATING

Two Occupants Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs. Y or N

STEERING

Automotive Type Y or N
Rack and Pinion or Worm Gear and Pitman System Y or N
Dual Handgrips Y or N
Pencil and score sheet holder Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) Y or N

BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one) Y or N
Foot Parking Brake with Automatic Release Y or N
Non asbestos lined pads Y or N
Life Expectancy based upon 6 hours of average daily cart use
Semi-metallic pads with limited or lifetime warranty Y or N
Metallic pads with limited or lifetime warranty Y or N

TIRES & WHEELS

Steel Rims Y or N
Hubcaps Y or N
18" x 8.5" x 10" or 8" Y or N
4-Ply Y or N

CANOPY

Constructed of high impact, weather and fade resistant, non-breakable materials Y or N

Comment [d4]: STANDARD REAR BUMPER

Comment [d5]: OPTION

Comment [d6]: OPTION

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

GOLF ACCESSORIES		
Sweater Basket		Y or N
Rack for two (2) golf bags constructed of steel or compressed molded plastic		Y or N
DIMENSIONS/SPECIFICATIONS		
Length	91.00" - 95.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	63.00" - 68.00"	Y or N
PERFORMANCE		
Forward Speed = 19 mph maximum		Y or N
Reverse Speed of <= 5 mph		Y or N
Range up to 40 miles		Y or N
PARTS AND SERVICE		
Factory authorized service center		Y or N
OEM parts delivery within 24 hours		Y or N
WARRANTY		
3 Year Standard Warranty		Y or N

Comment [d7]: Exceeds 40

ITEM #2 - GASOLINE POWERED GOLF CART

	COMPLY	EXCEPTIONS
POWER TRAIN		
Type = Gas Powered, Air Cooled	Y or N	
Horsepower >= 11	Y or N	
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N	
Ignition = Electronic	Y or N	
Transaxle with Helical Gears and Integral Differential Overdrive	Y or N	
Variable Automatic Torque Sensing	Y or N	
BATTERIES		
Manufacturer and Model Number	TXT Gas	
Type (AGM, Deep Cycle, Gel, etc.)	12 Volt Not Deep	
Quantity	1	
Voltage	12	
Amp Hours	20	
20 Hour Amp Hour Rating	170	
Life Expectancy based upon 6 Hours of average daily cart use	4 years	
FRAME		
Rectangular or Tubular Steel Frame	Y or N	

Comment [d8]: FREEDOM TXT Gas

Comment [d9]: 13- 13.5

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

Rust Proof, Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N

BODY

Steel or Thermoplastic Construction	Y or N
Scuff Plates - Rear Fenders, Cowl	Y or N
Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
Color = White	Y or N

Comment [d10]: REAR BUMPER STANDARD

INSTRUMENTATION

Fuel gauge	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N

Comment [d11]: Add—Analog

SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N

STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and score sheet holder	Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N

BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non asbestos lined pads	Y or N
Life Expectancy based on 6 hours of average daily cart use	
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N

TIRES & WHEELS

Steel Rims	Y or N
Hubcaps	Y or N

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)		
18" x 8.5" x 10" or 8"	Y or N	
4-Ply	Y or N	
CANOPY		
Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N	
GOLF ACCESSORIES		
Sweater Basket	Y or N	
Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N	
DIMENSIONS/SPECIFICATIONS		
Length 91.00" - 95.00"	Y or N	
Width 44.00" - 48.00"	Y or N	
Weight without batteries 500 - 680 lbs	Y or N	
Wheel Base 63.00" - 68.00"	Y or N	
Fuel tank capacity 6 gallons	Y or N	
Oil capacity 1 US Quart	Y or N	
PERFORMANCE		
Forward Speed = 19 mph maximum	Y or N	
Reverse Speed of <=10 mph	Y or N	
Range up to 75 miles	Y or N	
PARTS AND SERVICE		
Factory authorized service center	Y or N	
OEM parts delivery within 24 hours	Y or N	
WARRANTY		
4 Year Standard Warranty	Y or N	

Comment [d12]: OPTION

Comment [d13]: N/A car is gas powered

Comment [d14]: 300

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART		
	COMPLY	EXCEPTIONS
POWER TRAIN		
Type = Gas Powered, Air Cooled	Y or N	
Horsepower >= 11	Y or N	
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N	
Ignition = Electronic	Y or N	
Transaxle with Helical Gears and Integral Differential Overdrive	Y or N	
Variable Automatic Torque Sensing	Y or N	
BATTERIES		
Manufacturer and Model Number		
Type (AGM, Deep Cycle, Gel, etc.)		

Comment [d15]: RXV 2+2 Gas

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Quantity	1	
Voltage	12	
Amp Hours	20	
20 Hour Amp Hour Rating	170	
Life Expectancy based upon 6 Hours of average daily cart use	4 years	
FRAME		
Rectangular or Tubular Steel Frame	Y or N	
Rust Proof Non-corrosive	Y or N	
2" Rear Tow Hitch	Y or N	
2" Front Receiver Hitch	Y or N	
BODY		
Steel or Thermoplastic Construction	Y or N	
Scuff Plates - Rear Fenders, Cowling	Y or N	
Body Protection Wrap Around	Y or N	
Front and Rear Bumpers	Y or N	
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N	
INSTRUMENTATION		
Fuel gauge	Y or N	
Horn	Y or N	
Reverse Warning Alarm	Y or N	
Dual Head, Tail and Brake Lights	Y or N	
Turn Signals	Y or N	
Emergency Flashers	Y or N	
Reflectors	Y or N	
SEATING		
Four Occupants	Y or N	
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N	
STEERING		
Automotive Type	Y or N	
Rack and Pinion or Worm Gear and Pitman System	Y or N	
Dual Handgrips	Y or N	
Pencil and Score Sheet Holder	Y or N	
SUSPENSION		
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N	
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N	
BRAKES		
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N	
Foot Parking Brake with Automatic Release	Y or N	
Non Asbestos Lined Pads	Y or N	

Comment [d16]: Not Needed if 4 person

Comment [d17]: OPTION

Comment [d18]: OPTION -Headlights Standard only

Comment [d19]: OPTION

Comment [d20]: OPTION

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)		
Life Expectancy based upon 6 hours of average daily cart use		
Semi-metallic pads with limited or lifetime warranty	Y or N	
Metallic pads with limited or lifetime warranty	Y or N	
TIRES & WHEELS		
Steel Rims	Y or N	
Hubcaps	Y or N	Comment [d21]: OPTION
18" x 8.5" x 10" or 8"	Y or N	
4-Ply	Y or N	
CANOPY		
Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N	Comment [d22]: OPTION
DIMENSIONS/SPECIFICATIONS		
Length 91.00" - 95.00"	Y or N	Comment [d25]: Length 105.5 in
Width 44.00" - 48.00"	Y or N	
Weight without batteries 500 - 680 lbs	Y or N	Comment [d26]: N/A car is gas powered
Wheel Base 63.00" - 68.00"	Y or N	
Fuel tank capacity 6 gallons	Y or N	
Oil capacity 1 US Quart	Y or N	
PERFORMANCE		
Maximum Forward Speed = 19 mph	Y or N	Comment [d27]: 14.5 mpd
Reverse Speed of <= 10 mph	Y or N	
Range up to 75 miles	Y or N	Comment [d23]: 300
PARTS AND SERVICE		
Factory authorized service center	Y or N	
OEM parts delivery within 24 hours	Y or N	
WARRANTY		
4 Year Standard Warranty	Y or N	Comment [d24]: 2 Y ear

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART		
ENGINE Type = Gas powered, air cooled Lubrication = Pressurized oil with spin type filter system or splash style Power >= 9.0 HP Size >= 286 cc Air intake = Cartridge type paper filter with remote located air intake	COMPLY	EXCEPTIONS
	Y or N	
DRIVE SYSTEM Driveline = Unitized transaxle	Y or N	
	Y or N	Comment [d28]: Hauler 800 G

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

Transmission = CVT Continuously variable transmission
Differential = full with manually activated lock which can be engaged or disengaged while in motion
Differential protective guard
Gear selection = Forward, neutral and reverse selected by operator
4 x 2

Y or N
Y or N
Y or N
Y or N
Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers

Y or N
Y or N

BRAKES

Front - Disc or Auto Adjusting Mechanical Drum
Rear - Disc or Auto Adjusting Mechanical Drum
Parking Brake - Rear Mechanical Foot Operated
Non asbestos lined pads
Semi-metallic pads with limited or lifetime warranty
Metallic pads with limited or lifetime warranty
Life Expectancy based upon 6 hours of average daily cart use

Y or N
Y or N
Y or N
Y or N
Y or N
Y or N

FRAME

Twin I-beam structure independent of body
Rust proof, non-corrosive
Front and rear receiver hitch- 2"

Y or N
Y or N
Y or N

Comment [d29]: CLASSIC

Comment [d30]: OPTION

SEATING

Two Occupants
Foam cushions with heavy duty vinyl covers on bench and seat backs or bucket seats

Y or N
Y or N

BODY

Front and Rear Bumpers
Front brush guard
Dash Mounted Instrumentation -
Fuel gauge
Hour Meter
Low engine oil warning light
Dual Head, Tail and Brake Lights

Y or N
Y or N
Y or N
Y or N
Y or N
Y or N
Y or N

Comment [d31]: HEADLIGHTS STANDARD- OTHER LIGHTS OPTION

STEERING

Automotive Type
Rack and Pinion or Worm Gear and Pitman System

Y or N
Y or N

TIRES & WHEELS

20 x 10-8, 4 ply
All terrain tread
steel rims

Y or N
Y or N
Y or N

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length	98"	Y or N
Width	48"	Y or N
Wheel Base	64"	Y or N
Fuel Capacity	6 gal	Y or N
Oil Capacity	1. quart	Y or N
Cargo Box	500 lbs	Y or N
Vehicle Rated	800 lbs	Y or N
Cargo Box Size	25" x 41" x 7"	Y or N
Cargo Box Capacity	13.8 cu. ft.	Y or N
Ground Clearance under differential	4.6"	Y or N
Turning Diameter	24.1 ft	Y or N
Turning Radius	11.8 ft	Y or N
Bed load height	31"	Y or N

PERFORMANCE

Forward Speed Maximum of 15 mph	Y or N
Reverse Speed of 10 mph	Y or N

PARTS AND SERVICE

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

WARRANTY

2 Year Standard Warranty	Y or N
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Comment [d32]: Length 107 in

Comment [d33]: Width 49.5 in

Comment [d34]: Wheel base 65.5

Comment [d35]: 30.5 x44.5 x 7.5

Comment [d36]: 5.9 cubic feet

Comment [d37]: 4.3 in

Comment [d38]: 18.9 ft

Comment [d39]: 9.5 ft

Comment [d40]: 35"

Comment [d41]: 17.0 mph

Comment [d42]: 12.3 mpg

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

	COMPLY	EXCEPTIONS
ENGINE		
Type = Gas, 4 cycle OHV, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 13 HP	Y or N	
Size >= 400 cc	Y or N	
Ignition = electronic	Y or N	
Air intake = Cartridge type paper filter with remote located air intake	Y or N	
DRIVE SYSTEM		
Driveline = Unitized transaxle with CVT Drive clutch	Y or N	
Differential = Locking differential with shift-on-the-fly	Y or N	
Differential protective guard	Y or N	
Gear selection = Forward, neutral and reverse selected by operator	Y or N	
4 x 2	Y or N	
SUSPENSION		

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Front - Independent A-arms with Coil over Hydraulic Shock Absorbers
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers

Y or N

Y or N

BRAKES

Front - Self adjusting hydraulic drum
Rear - Self adjusting hydraulic drum
Parking Brake - Manually operated, mechanically linked
Non asbestos lined pads
Semi-metallic pads with limited or lifetime warranty
Metallic pads with limited or lifetime warranty
Life Expectancy based upon 6 hours of average daily cart use

Y or N

Y or N

Y or N

Y or N

Y or N

Y or N

FRAME

Twin I-beam structure independent of body
Rust proof, non-corrosive
Front and rear receiver hitch- 2"

Y or N

Y or N

Y or N

Y or N

SEATING

Two Occupants
High back bucket seats with heavy duty vinyl covering foam cushioning

Y or N

Y or N

BODY

Front tube brush guard

Y or N

Dash Mounted Instrumentation -

Fuel gauge
Hour Meter
Low engine oil warning light
Dual Head, Tail and Brake Lights
Power Lift kit to assist lifting of loaded cargo box
Sun Canopy

Y or N

Y or N

Y or N

Y or N

Y or N

Y or N

STEERING

Automotive Type
Rack and Pinion or Worm Gear and Pitman System

Y or N

Y or N

TIRES & WHEELS

23 x 10.5-12, 4 ply
All terrain tread
steel rims

Y or N

Y or N

Y or N

DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length 125"
Width 54"
Wheel Base 80"
Fuel Capacity 7 gal
Oil Capacity 1. quart

Y or N

Y or N

Y or N

Y or N

Y or N

Comment [d43]: OPTION - DISC

Comment [d44]: OPTION

Comment [d45]: OPTION

Comment [d46]: OPTION

Comment [d47]: OPTION

Comment [d48]: HEADLIGHTS STANDARD- OTHERS LIGHTS OPTION

Comment [d49]: OPTION

Comment [d50]: OPTTIION

Comment [d51]: 18.5 X 8

Comment [d52]: 113 in

Comment [d53]: 49.5 in

Comment [d54]: 77.0 in

Comment [d55]: 6.0 gal

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Cargo Box	800 lbs	☒ Y or ☐ N	
Vehicle Rated	1200 lbs	☒ Y or ☐ N	
Cargo Box Size	45" x 48" x 11"	☐ Y or ☒ N	Comment [d57]: 36 X 44 X 10.5
Cargo Box Capacity	13.8 cu. ft.	☐ Y or ☒ N	Comment [d58]: 9.6 CU FT
Ground Clearance under differential	6"	☐ Y or ☒ N	Comment [d59]: 4.3:
Ground Clearance under foot platform	12"	☐ Y or ☒ N	Comment [d60]: 8.6"
Turning Diameter	24.1 ft	☐ Y or ☒ N	Comment [d56]: 22 ft
Turning Radius	11.8 ft	☐ Y or ☒ N	Comment [d61]: 11 ft
Bed load Height	31"	☐ Y or ☒ N	Comment [d62]: 35"
PERFORMANCE			
Forward Speed Maximum of 19 mph		☐ Y or ☒ N	Comment [d63]: 16.5 mph
Reverse Speed of <= 13 mph		☐ Y or ☒ N	
Range up to 75 miles		☐ Y or ☒ N	
PARTS AND SERVICE			
Factory authorized service center		☒ Y or ☐ N	
OEM parts delivery within 24 hours		☒ Y or ☐ N	
WARRANTY			
2 Year Standard Warranty		☒ Y or ☐ N	

BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)
Foot Parking Brake with Automatic Release
Non Asbestos Lined Pads

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

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25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program Response

Provide a response to the national program

a. Include a detailed response to Attachment A, Exhibit A National IPA Response for National Cooperative contract. Responses should:

- i. highlight experience, demonstrate a strong national presence

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236th on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

ii. describe how offeror will educate its national sales force about the contract

E-Z-GO Executive Senior Leadership Team endorsement and sponsorship of the award as the public sector go-to market strategy within the first 10 days.

E-Z-GO, Cushman and Bad Boy Buggies Marketing Managers will prepare within the first week of award, announcements to be distributed our National Account Managers, Territory Account Managers, Government Account Managers, and all dealer principals announcing the award, terms and implementation plans.

iii. describe how products and services will be distributed nationwide

E-Z-GO will conduct a webex and conference calls, in conjunction with the City of Tucson, and NIPA to answer any sales team questions within the first two weeks of the contract award to answer any sales team questions. Our dealers point of contact will also be given to the point of contact within E-Z-GO for further ongoing questions and clarification.

Our Dealer only website portal will be updated to include the contract details and specific instructions and also a link to the National IPA's website.

Within 2 weeks of the contract award the information will be posted on the E-Z-GO, Cushman, and Bad Boy Buggies websites with a link to the National IPA's website for those customers seeking information regarding the contract or other opportunities within NIPA. Our Marketing Team will also create an award specific print ad to be used in market specific advertising, our dealer network, E-Z-GO, Cushman, and Bad Boy Buggies email blasts.

The advertising, sales team and Dealer network training will be ongoing throughout the life of the contract.

iv. include a plan for marketing the products and services nationwide

E-Z-GO will conduct meetings, seminars and training for all National IPA Representatives to educate them on all E-Z-GO, Cushman, and Bad Boy Buggies products and services and to gain expertise operating the vehicles.

E-Z-GO, Cushman and Bad Boy Buggies will create and distribute co-branded materials for the NIPA and E-Z-GO Sales Teams to support the promotion of the NIPA and E-Z-GO partnership.

The Territory Sales Managers will be encouraged to develop a Municipal Marketing Plan in each respective territory with their dealer partners to weekly call on the municipal and other government customers to promote the NIPA/E-Z-GO contract and the advantages of utilizing the contract.

i. describe how volume will be tracked and reported to National IPA

The tracking of the sales will be completed monthly by the Inside Government Sales Support Administrator just as it is done currently for the CMAS, TXMAS, State of Georgia, and State of Arizona contracts. The Territory Sales Managers, Branch Sales Managers, Dealer Inside Account Receivable/Payable/Sales Administrators, Distribution Managers, National Account Managers, and Government Sales Managers are contacted monthly for their sales results which are submitted to the respective customer contract administrator and copied to Compliance for the fees to be paid.

b. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement

[Please see attached Exception Sheet](#)

2. Product and Service

a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

[See Attached Bid Pricing Documents](#)

1. Submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted. Failure to include this information may result in bid rejection.

[Detailed product brochures of E-Z-GO, Cushman & Bad Boy Buggies are attached.](#)

2. Disclose the life expectancy in months based on an average daily use of 6 hours per day. Identify the manufacturer and model number of the batteries; disclose the volts, amp hours, quantity of batteries and 20 amp hours rating. How many hours to full charge assuming battery at 10%, 20% and 50%?

[See Detailed Product Specifications](#)

3. Describe the offeror's ability to provide used equipment.

[E-Z-GO Division of Textron manufacturers and sells only new vehicles to our dealer and distribution partners. Our distribution partners and dealers are the source for used vehicles when the City of Tucson and NIPA requirements call for them.](#)

4. Describe the braking system, related performance and quality/specifications of the components. Describe the quality of the brake pads? Are there premium pads available? At what cost?

[See Detailed Product Specifications](#)

5. Describe the construction materials comprising the body and sun canopy. Detail the quality of materials and its resistance to impacts, adverse weather, fading, chipping, etc.

E-Z-GO assures proper materials are used in our products and meet or exceed our customers, ASAE, OSHA, and ANSI standards.

6. Disclose the range in miles and/or hours for each proposed vehicle assuming operating under typical 18 hole golf course conditions with fully charged batteries.

E-Z-GO golf vehicles will provide 36 holes of golf for the warranty period of the batteries. See attached warranty for details.

7. Provide the written recommended PM schedules, identify each maintenance part, its cost and the labor hours required to complete the PM.

Recommended PM schedules are included in the owner's manuals with each vehicle. These also may be requested in electronic format.

8. Provide the maintenance costs per year extending from the warranty end date to the projected life expectancy end date.

The maintenance costs and warranty end date to life expectancy cannot be accurately calculated or projected due to varied vehicle usage.

9. Provide the current replacement parts list and their cost.

Service Parts are available for purchase at a 30% discount off E-Z-GO current MSRP excluding the windshields and batteries. The windshields are priced just above cost to be competitive. Batteries also are exceptions. They change price weekly because of the price fluctuation of lead. The service parts list consists of thousands of parts. Upon successful award the list will be provided.

10. Provide the current optional equipment list and their cost.

Optional equipment can be purchased from Shopezgo.com. discount price 30% off MSRP from the Parts Manual. Optional equipment at time of vehicle build is value priced when constructed on the production line and is discounted at the same percentage as the respective class of vehicle. Refer to the attached vehicle MSRP price sheets and options offering.

11. Submit warranty documentation. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Warranty documents are attached. E-Z-GO does not currently offer extended warranty.

12. Submit written evidence of authorized distributor and service center for manufacturer equipment.

N/A

13. Offerors shall submit all information that will aid the City in evaluating your proposal: available options, product spec sheets, product brochures, product website addresses, etc.

Detailed information can be found at EZGO.Com, Cushman.com, BadBoyBuggies.com, Shopezgo.com (Parts).

- b. Describe what other products and/or services you offer that would be applicable to this contract. Include repair services if available.

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles – electric, gas, and diesel.
Industrial & Commercial – Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles – electric, gas, diesel.
Sport Series Vehicles – electric, gas, and diesel.
Work Series Vehicles – electric, gas and diesel.
Custom Vehicles – electric, gas, and diesel.

- c. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

E-Z-GO's regional technical managers provide on-site product support upon request with each vehicle purchase. Additionally E-Z-GO has a technical support hotline. There is factory training school and classes offered throughout each year at our Augusta GA, Headquarters.

- d. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

E-Z-GO carries a service part inventory at our Augusta, GA Headquarters and manufacturing facility. Additionally E-Z-GO has regional Branch Facilities across the United States, as well as Dealer and Distributer partners all of whom carry service parts inventory to properly service their individual and unique market requirements.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

E-ZGO is the only Fleet Golf Car manufacturer whose vehicles operate under AC power versus DC power.

E-Z-GO partners and supplies specialized vehicles which support our other Divisions of Textron Inc. who supply vehicles to the United States Department of Defense.

- g. Describe any environmentally friendly features, options or technology available.

E-Z-GO is the only current manufacturer of our class of vehicle who manufactures a hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator. E-Z-GO also produces all electric and all gas or all diesel vehicles.

- h. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.

E-Z-GO offers Service Training, Factory Tours, and participates and facilitates conference calls to increase customers' industry awareness.

- i. Describe how your firm will notify customers of new equipment and services.

Websites, Publications both general and vertical market, and Trade Shows

3. Orders, Invoices and Delivery

- a. Describe your ordering capacity (telephone, fax, internet, etc.)

Orders can be scanned and emailed, faxed, sent via FedEx, US Postal Service, or placed via credit card.

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

Invoices are generated at time of shipment and mailed. Customers can pay through EDI or wire transfer. Summary invoicing is not available. The agencies may request alternate methods and the Accounts Receivable/Payable Department will evaluate if it would be feasible.

- c. Describe your delivery commitment:

1. What are your standard delivery days

Monday – Friday

Vehicle: 60 Days ARO

Parts: 3-10 Business Days (if in current stock) OEM parts if back ordered would be 3-4 weeks depending on the part and country of origin.

2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

4. Other

- a. Describe any government rebate programs applicable.

N/A

- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

N/A

- c. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.

Textron Corporate proprietary information is not available for public bid.

- d. Identify all other companies/distributors/dealers that will be involved in processing,

handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.

List of Distributor/Dealer partners will be supplied at time of successful award. E-Z-GO does not utilize subsidiaries.

B. Price Proposal

1. Identify the objective verifiable price list to be used. This must be submitted with the proposal. Price lists for Equipment, Parts, Related Products and Services must be submitted. Include proposed discounts off price lists.

See attached pricing documentation.

2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.

See attached Price Sheet

3. Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.

Detailed freight rate table attached

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

N/A

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to participating agencies.

E-Z-GO cannot provide a most favored nations contract clause. E-Z-GO is happy to provide pricing and discount structures competitive with our National Account and similar customers.

6. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, total annual spend, etc.

E-Z-GO is offering an additional rebate program based upon volume orders entitling the recipient to spend towards vehicles and parts. See attached Rebate Table.

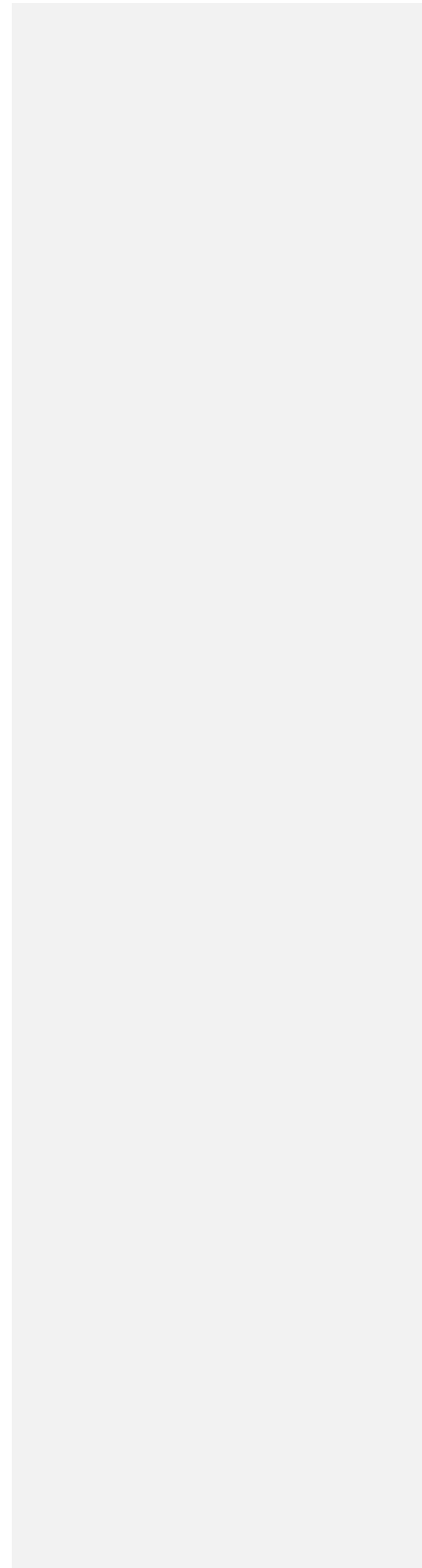
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Electronic ordering can be set up between E-Z-GO the City of Tucson, and National IPA. There is no additional discounting for electronic ordering or payment.

Standard payment discount: 2% -10 Net 30.

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8. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 2%, if payment is made within 10 days Net 30. These payment terms shall apply to all purchases and to all payment methods.
9. Will payment be accepted via commercial credit card? X Yes No
a. If yes, can commercial payment(s) be made online? Yes X No
b. Will a third party be processing the commercial credit card payment(s)? Yes X No
c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? X Yes No
10. Does your firm have a City of Tucson Business License? X Yes No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense. Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

2. Provide a statement of your annual sales for the past 2 years.

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

3. Provide the total number and location of sales persons employed by your firm.

Textron Inc. employs 33,000 people worldwide. E-Z-GO Division of Textron Inc. employs 630 people on our Augusta, GA campus.

4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

See attached Organizational Profile & References

5. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the Method of Approach, Price Proposal and Qualifications and Experience of the stated criteria. However, the City may determine that short listing is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc., will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules and regulations apply to purchases made under the contract.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonprocurement.com and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Agencies outsourcing the maintenance of parks, golf courses, etc., may have service providers provide materials through this contract. Service providers are responsible for tracking the products purchased off this contract and ensuring those products are only used for the agency they are providing service.

- 2. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 3. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the ~~(delete delivery location designated)~~ local factory authorized dealer. The factory authorized dealer will conduct inspection, prep, set-up and deliver to final customer location designated. The NIPA customer will pay for the delivery from the dealer location to the final customer location. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the

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whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
9. **SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
10. **NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
 - b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
 - c. Documentation that states prices will be sold at the existing discount from list price as existing products.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority **on behalf of the City of Tucson** to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the **written** approval of the Department of Procurement **and Contractor**. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall **to the extent of their negligence, unlawful conduct, or violation of applicable law** pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. **The City shall pay interest of one and one half percent (1.5%) per month on any past due balance from the date of delinquency until paid. In addition, Contractor may withhold further delivery of equipments and impose cancellation fees or require payment prior to shipment if any payment due is not paid when due.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as (delete determined) reasonably and approved by the City's Director of Procurement. If the Contractor fails or refuses to make

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

such repair or replacement, the City will **reasonably and appropriately** determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS Delivery: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract. Contractor will use all reasonable efforts to meet shipment dates but no shipment dates shall fall within the meaning of "time is of the essence" For the avoidance of doubt delivery dates shall be interpreted as estimated and Contractor shall not be liable for any delay in meeting a delivery promise date.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. Contractor's standard printed limited warranty for each of the parts completes or other equipment or goods sold here under in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title. Contractor makes no other representations, statement of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose are hereby disclaimed.

43. Limitation of Liability: The total liability of Contractor (including its affiliates and their employees, contractors, and representatives for the equipments (or services offered hereunder, if any) or anything related to or associated with this agreement shall not exceed the purchase price paid for the individual equipment upon which such liability is based. The preceding limitations of liability shall not operate to diminish City's right of indemnification for causes of actions brought by third parties to the extent that such claims involve personal injury or death that is directly attributable to the unlawful or negligent conduct of Contractor. Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential incidental indirect punitive or special damages arising out of or in connection with this agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill or otherwise and whether or not such loss or damage is based on contract, warranty, negligence, indemnity strict liability or otherwise and whether or not the Parties were informed in advance of the potential for such damages.

PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE
1.	Electric Powered Golf Vehicle, as per specifications	\$ 3658.56
	MANUFACTURER AND MODEL NUMBER—	
2.	Gasoline Powered Golf Vehicle, as per specifications	\$ 3609.60
	MANUFACTURER AND MODEL NUMBER	
3.	Gasoline Powered Transportation Golf Vehicle, As per specifications	\$ 7152.60
	MANUFACTURER AND MODEL NUMBER	
4.	Light Duty Utility Vehicle, as per specifications	\$ 6265.70
	MANUFACTURER AND MODEL NUMBER	
5.	Medium Duty Utility Vehicle, as per specifications	\$ 7004.90
	MANUFACTURER AND MODEL NUMBER	
(A) EQUIPMENT TOTAL FOR ITEMS 1- 5		\$ 27,691.36

Comment [d64]: TXT FREEDOM ELECTRIC # 614265

Comment [d65]: TXT FREEDOM GASOLINE # 612946

Comment [d66]: RXV 2+2 GASOLINE # 614420

Comment [d67]: HAULER 800 GASOLINE #618841

Comment [d68]: HAULER 1200 GASOLINE #618843

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)

ITEM#	DESCRIPTION	UNIT PRICE
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1. Equipment: Electric Powered Golf Vehicle

Replacement Parts:

Battery	\$ 113.00
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PART/ITEM NUMBER---72824G01

Electric Motor	\$ 420.00
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PART/ITEM NUMBER---624129

Brake Pads---	\$ 13.00
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PART/ITEM NUMBER---612412/612411

Charger	\$ 328.00
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PART/ITEM NUMBER---622418

Speed Controller	\$ 350.00
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PART/ITEM NUMBER---612632

Front Axle	\$ 81.00
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PART/ITEM NUMBER---602513

Steering Gear	\$ 120.00
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PART/ITEM NUMBER---70964G02

Tires/WHEEL	\$ 57.00
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PART/ITEM NUMBER---612772

Wheels	\$ N/A
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PART/ITEM NUMBER---SEE ABOVE

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1 \$ 1,566.00

2. Equipment: Gasoline Powered Golf Vehicle

Replacement Parts:

Drive Clutch	\$ 179.00
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PART/ITEM NUMBER---618684

Comment [d69]: FREEDOM TXT ELECTRIC

Comment [d70]: Parts Manual part # 614278
\$ 42.00

Comment [d71]: Brake Drum part # 21807G2 @
\$42.00

Comment [d72]: FREEDOM TXT GASOLINE

Comment [d73]: FREEDOM TXT GASOLINE
PARTS MANUAL PARTS # 614275 \$ 42.00

Comment [d74]: Driven Clutch # 618685
\$155.00

Comment [d75]: Drive Belt # 618630 \$39.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	Starter/Generator	\$ <u>245.00</u>
	PART/ITEM NUMBER---625715	
	Battery	\$ <u>55.00</u>
	PART/ITEM NUMBER---24775G1	
	Brake Pads	\$ <u>13.00</u>
	PART/ITEM NUMBER---612412/612411	
	Front Axle	\$ <u>81.00</u>
	PART/ITEM NUMBER---602513	
	Steering Gear	\$ <u>120.00</u>
	PART/ITEM NUMBER---70964G02	
	Fuel Filter	\$ <u>2.00</u>
	PART/ITEM NUMBER---72084G01	
	Air Filter	\$ <u>18.00</u>
	PART/ITEM NUMBER---28463G01	
	Tires/ WHEEL	\$ <u>57.00</u>
	PART/ITEM NUMBER---612772	
	Wheels	\$ <u>SEE</u>
	PART/ITEM NUMBER---SEE ABOVE	<u>ABOVE</u>

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ 1048.00

3. Equipment: Gasoline Powered Transportation Golf Vehicle
Replacement Parts:

Drive Clutch	\$ <u>179.00</u>
PART/ITEM NUMBER---618684	
Starter/Generator	\$ <u>245.00</u>
PART/ITEM NUMBER---625715	

Comment [d76]: BRAKE DRUM # 21807G2
\$ 42.00

Comment [d77]: RXV 2+2 GASOLINE

Comment [d78]: PARTS MANUAL # 611105
\$42.00

Comment [d79]: DRIVEN CLUTCH # 618685
\$155.00

Comment [d80]: BELT # 618630 \$ 39.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	Battery	\$ 55.00
	PART/ITEM NUMBER---24775G1	
	Brake Pads	\$ 13.00
	PART/ITEM NUMBER---612412/612411	
	Front Axle (2)	\$ 40.00
	PART/ITEM NUMBER---608089	
	Steering Gear	\$ 182.00
	PART/ITEM NUMBER---618329	
	Fuel Filter	\$ 2.00
	PART/ITEM NUMBER---72084G01	
	Air Filter	\$18.00
	PART/ITEM NUMBER---28463G01	
	Tires/Wheel	\$ 57.00
	PART/ITEM NUMBER---612772	
	Wheels	\$ SEE ABOVE
	PART/ITEM NUMBER--- SEE ABOVE	

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ 1027.00

4. **Equipment: Light Duty Utility Vehicle**
Replacement Parts:

Master Brake Cylinder---NONE	\$ N/A
PART/ITEM NUMBER---N/A	
Clutch Cable Assembly---CLUTCH DRIVE	\$ 179.00
PART/ITEM NUMBER---623948	
Starter/Generator	\$ 245.00
PART/ITEM NUMBER---625715	
Battery	\$ 55.00

Comment [d81]: Hauler 800 Gas

Comment [d82]: Parts MANUAL # 624955
\$ 42.00

Comment [d83]: BELT # 618630 \$39.00
DRIVEN CLUTCH # 623949 \$ 156.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

PART/ITEM NUMBER---24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER---612412/612411

Front Axle \$ 81.00

PART/ITEM NUMBER---602513

Steering Gear \$ 120.00

PART/ITEM NUMBER---70964G02

Tires/WHEEL \$ 70.00

PART/ITEM NUMBER---28757G01 (FRONT)

TIRE/Wheels \$ 70.00

PART/ITEM NUMBER---28757G03 (REAR)

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4 \$ 1042.00

5. Equipment: Medium Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder \$ N/A

PART/ITEM NUMBER---NONE

Clutch Cable Assembly \$

PART/ITEM NUMBER---SEE COMMENT D53

Starter/Generator \$ 245.00

PART/ITEM NUMBER---625715

Battery \$ 55.00

PART/ITEM NUMBER---24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER---612412/612411

Front Axle \$ 81.00

Comment [d84]: BRAKE DRUM # 21807G2
\$42.00

Comment [d85]: HAULER 1200 GAS

Comment [d86]: PARTS MANUAL # 624955
\$42.00

Comment [d87]: CLUTCH DRIVE # 618684
\$179.00
CLUTCH DRIVEN # 618685 \$ \$155.00
BELT # 618630 \$39.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	PART/ITEM NUMBER---602513	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER---70964G02	
	Tires/WHEEL	\$ 70.00
	PART/ITEM NUMBER---28757G01 (FRONT)	
	TIRE/Wheels	\$ 70.00
	PART/ITEM NUMBER---28757G03 (REAR)	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5	\$ 1069.00
	(A) EQUIPMENT TOTAL FOR ITEMS 1-5	\$ 27,691.36
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5	\$ 5,752.00
	GRAND TOTAL (A + B)	\$ 33,443.36

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795
PAGE 39 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: _____

1451

Address

Title: _____

Augusta, GA 30906

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2013.

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

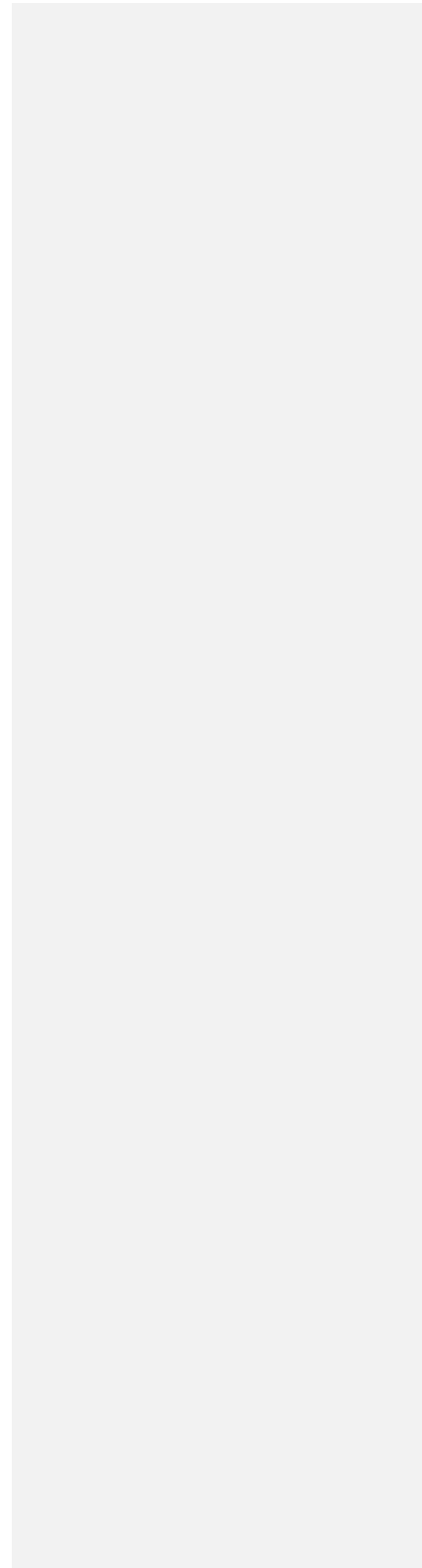
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795
PAGE 40 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

ATTACHMENTS

Attachment I – National IPA Exhibits



Attachment I – National IPA Exhibits



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Grounds Maintenance Equipment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

E-Z-GO will increase the administrative fee to 3.0% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Requirements for National Cooperative Contract
Page 43 of 64

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.3 Pricing Commitment

~~(Delete Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.)~~

E-Z-GO is pleased to provide the City of Tucson and the National IPA discounted pricing that is competitive with our National Accounts and similarly situated accounts. E-Z-GO however cannot provide a most favored nations clause.

2.4 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.2 Company

A. Brief history and description of your company.

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236th on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

B. Total number and location of sales persons employed by your company.

Textron Inc. employs 33,000 people worldwide.

The E-Z-GO Division of Textron Inc. employs 630 people on the Augusta, GA campus.

196 Sales and Service remote employees

31 Fleet Account Managers

16 Territory Account Managers

7 Regional Sales Directors

5 National Account Managers

4 Value Stream Vice Presidents

4 International Sales Managers

2 Government Sales Managers

Covering the United States, North America, South America, Central America, Europe, Middle East, Africa.

C. Number and location of support centers (if applicable).

E-Z-GO Branches located in Georgia, Pennsylvania, Texas

E-Z-GO Hubs located in Arizona, California, Florida, New York

D. Annual sales for the three previous fiscal years.

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2010, 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

E. Submit your FEIN and Dunn & Bradstreet report.

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.3 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.

E-Z-GO utilizes our nationwide network of 800 Dealers and over 1,000 locations to distribute and service our customers.

- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites. www.ezgo.com; www.cushman.com; www.badboybuggies.com;

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

All E-Z-GO brands and products are shipped directly from 1451 Marvin Griffin Rd., Augusta, GA 30906. The distribution/factory direct operations vary in size depending on the services offered at the facility, Logistics/Traffic, Manufacturing, Sale, Service, IT etc. The production facilities producing our vehicles total 675,000 square feet.

- D. State any return and restocking policy and fees, if applicable, associated with returns.

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

First 10 Days

A. Within one week of contract award all Brands and their respective marketing and sales teams within E-Z-GO Division of Textron Inc., will begin to prepare an announcement to be distributed to our 196 Sales and Service remote employees 31 Fleet Account Managers, 16 Territory Account Managers, 7 Regional Sales Directors, 5 National Account Managers, 4 Value Stream Vice Presidents, 4 International Sales Managers, 2 Government Sales Managers and our Dealer

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Principals announcing the award, terms and conditions, and implementations.

E-Z-GO Government Sales Managers will meet with National IPA to become educated on their successful program. There will be a joint planning schedule developed to include customer target sales calls and trade shows.

30 Days

Our dealer only website will be updated to include the contract details and specific instructions and also a link to the National IPA website. We will create series of WebEx and conference calls, in conjunction with the City of Tucson and the National IPA to answer any sales team questions.

Education and training sessions, ride and drive, factory tour and will be held for the National IPA at the E-Z-GO production facility.

90 Days

The advertising and sales team training will be on-going throughout the life of the contract to keep it fresh and in the forefront of our Sales Teams and Distribution and Dealer network. Our Dealer network will be given Point of Contact information within E-Z-GO for further ongoing questions and clarification

Quarterly meetings will be held with National IPA, E-Z-GO, and our Dealer Counsel. Minutes of the meeting will be published and sent to our dealer network.

NIPA monthly marketing tips will be included in our monthly dealer news communications from each of the Value Streams.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

See 3.4A

The Government Sales Managers will hold regional sales meetings with our Dealers to develop an action and marketing plan specific to their geographic territories. The Government sales Managers will meet with the individual dealer and sales teams who focus on the Municipal Market to assist them in the implementation of this award with their customers.

Our Dealers will be encouraged to develop a weekly target list to review with the E-Z-GO, Cushman and Bad Boy Buggies Territory Account Managers to drive the contract for additional sales.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications within first 10 days

See 3.4A

Within two weeks of contract award the information will be posted on the E-Z-GO, Cushman and Bad Boy Buggies websites with a link to the National IPA website for those customers seeking more information regarding the contract or other opportunities within NIPA. We will also create an award specific print ad to be used in market specific advertising, E-Z-GO Division of Textron Inc. dealer mailings and email blasts.

- b. Announcement, contract details and contact information published on the company website within first 30 days
See response B. above.
- c. Design, publication and distribution of co-branded marketing materials within first 90 days
See response A. above.
- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

D) Local E-Z-GO, Cushman and Bad Boy Buggies Dealers and the E-Z-GO Division of Textron Inc., sales and marketing teams will attend NIGP, NPI, and Municipal trade shows to promote the relationship between E-Z-GO Division of Textron Inc., and the National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

E) E-Z-GO Division of Textron Inc. and their dealers facilitate many municipal shows and ride and drive events across the country throughout the year. These events attract many different levels of local municipalities and allows for a comfortable environment to demo equipment and discuss purchasing opportunities such as NIPA.

E-Z-GO Division of Textron Inc. will create a webpage link to a dedicated NIPA/EZGO/CUSHMAN/BAD BOY BUGGIES site to include all pertinent purchasing information for the customer.

- f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our dealers and Sales Teams will have E-Z-GO Division of Textron Inc. brands/NIPA specific literature and also be well versed in the benefits of utilizing the NIPA program within their procurement process. E-Z-GO Division of Textron Inc. vehicles are currently in state and Federal contracts.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E-Z-GO Division of Textron Inc. is prepared to license the use of the E-Z-GO, Cushman and Bad Boy Buggies Trademarks, for the term of the Master Agreement, solely for the purpose of the Master Agreement.

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

Requirements for National Cooperative Contract

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contract

Lurie Nichol, Government Sales Manager
Donna Conrad, Inside Government Sales Support Administrator
E-Z-GO Division of Textron Inc.

- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Highest Level Executives in charge is divided by Value Stream.

Vice President Fleet Golf – Mike Parkhurst
Vice President Cushman Industrial and Commercial – Darryl Heffline
Vice President Bad Boy Buggies & E-Z-GO Consumer – Eric Bondy

196 Sales and Service remote employees
31 Fleet Account Managers
16 Territory Account Managers
7 Regional Sales Directors
5 National Account Managers
4 Value Stream Vice Presidents
4 International Sales Managers
2 Government Sales Managers

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

The E-Z-GO Division of Textron Inc., sales teams will work with the National IPA to implement & grow the national program by identifying current and potential members of the advantages of using the program to purchase their vehicles no matter what the application. The teams will also notify the customers of any changes or updates within NIPA and/or equipment updates or news releases from E-Z-GO, Cushman, & Bad Boy Buggies brands. The team

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

approach will benefit both partners with long term rewards.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Lurie Nichol will be the main coordinator of this agreement utilizing a team consisting of sales, finance, and marketing.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

N/A

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

E-Z-Go customizes this feature/function on a case by case basis dependent of the needs and requirements of the customer.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ _____.00 in year one
\$ _____.00 in year two
\$ _____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- Respond with Master Agreement pricing (Contract Sales reported to National IPA).

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20 ____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement. In addition, National IPA covenants that all transactions contemplated hereby or authorized hereunder shall be subject to terms and conditions substantially similar to those in effect between the City of Tucson and Supplier, as memorialized by (TBD), or such other terms as Supplier may agree in writing in its sole discretion.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
Requirements for National Cooperative Contract
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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and ~~(delete - shall be obligated to reimburse National IPA's costs and expenses for such audit.)~~

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

(to be submitted electronically in Microsoft Excel format)

Supplier Name:

Contract Sales Report Month/Quarter:

Report Totals _____Cumulative Contract Sales

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES

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BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA

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SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT

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CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOHAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21

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NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PORTLAND
JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE

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OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

<u>Vehicles</u>	<u>E-Z-GO Vehicle Pricing Off MSRP</u>
Golf Cars	52%
Utility Vehicles (Turf)	30%
Utility Vehicles (Industrial)	20%
Transportation Vehicles (Shuttles)	30%
Hospitality Vehicles (Refreshers)	20%
Road Legal Low Speed Vehicles	20%
AWD Vehicles	20%
Parts	30%
Accessories/Custom Solutions	30%

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend on Vehicles, Parts, and accessories)

Spend Amount	Rebate \$
\$100,000 - \$149,999	\$4000 - \$5999.96
\$150,000 - \$199,999	\$6000 - \$7999.96
\$200,000 - \$249,999	\$8,000 - \$9999.96
\$250,000 - \$299,999	\$10,000 - \$11,999.96
\$300,000 - \$349,999	\$12,000 - \$13,999.96
\$350,000 - \$399,999	\$14,000 - \$15,999.96
\$400,000 - \$449,999	\$16,000 - \$17,999.96
\$450,000 - \$499,999	\$18,000 - \$19,999.96
\$500,000 +	\$20,000

<u>Freight</u>	25% less than E-Z-GO rates current published rates
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Based Upon \$4 a Gallon Diesel rates

*

Installation Charges:

\$175 per vehicle for canopy top, windshield and other options of a canopied vehicle
\$450 per vehicle for a custom cab and other options on a cab vehicle
\$35 per cart for tops, windshields and other options for fleet golf



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

July 30, 2013

Mr Rusty McGahee.
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

Sent this day via email to:
rmcgahee@textron.com

**RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts
Request for Revised Offer**

Dear Mr. McGahee:

Thank you for attending the teleconference meeting with the City of Tucson on July 30, 2013. In order for the evaluation committee to proceed with the evaluation of your proposal, we would like to give you the opportunity to strengthen your proposal by submitting a revised offer.

Your revised offer should modify the original offer and be based upon the information exchanged during the interview session as well as the interview agenda items. At a minimum, please address the following items in your revised offer.

1. Pricing: You may submit revised pricing for all product and service categories. Please submit revised pricing using the same format as the original offer. That is, if any component of your pricing strategy changes such as proposing a more aggressive discount off, then re-submit the price pages for the sample equipment and parts. If revised pricing is not being offered, the original submitted pricing will be used for the evaluation.
2. Describe in detail your response to the interview agenda item numbers 1, 3 and 4.
3. Explain the reasoning for the 60 Day ARO for vehicles.
4. Many agencies are still facing budget reductions and will consider alternate financial tools to acquire new and/or used vehicles. Describe your firms lease programs for new vehicles as well as a lease-buyback of returned vehicles. Submit your firms standard lease documents for review.
5. Clarify your response for parts delivery. There appears to be a conflict in the proposed language contained on Page 4, Service Requirements, 2. Parts and Service which states 3 – 4 weeks and Page 27, 3. Orders, Invoices and Delivery, c.1. What are your standard delivery days? which states 3-10 business days.

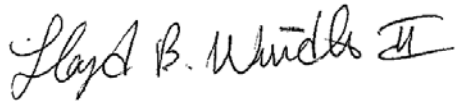
It is important that the Evaluation Committee be provided with all requested information to properly evaluate your offer. Submit your revised offer via email no later than 4:00 p.m. Tuesday August 6, 2013.

In the event EZGO advances to the final stage of negotiations, the City of Tucson will schedule a negotiation meeting for the first week of September.

The City of Tucson appreciates your attention to this matter. If you should have any questions, please call me at (520) 837-4105.

Please reply to this letter via email to Lloyd.windle@tucsonaz.gov. If you should have any questions, please contact me at (520) 837-4105.

Sincerely,

A handwritten signature in black ink that reads "Lloyd B. Windle II". The signature is written in a cursive, flowing style.

Lloyd B. Windle II C.P.M. CPPB
Principal Contract Officer

Municipal obligations are unique

State and local government borrowers cannot enter into a debt obligation without voter approval. A transaction subject to appropriation is not considered debt.

Debt: A financial obligation > 12 months. For example, general obligation (“GO”) bond of a city.

Current Expense: A lease purchase transaction, **subject to annual appropriation** is considered a current expense. For example, a five year equipment loan, subject to appropriation = Five (1) year loans.

Borrowers must have the legal right to terminate the loan at the end of each fiscal year. Lender can sell the equipment but has no right to a deficiency judgment.

Tax-exempt Municipal Lease Purchase

- **NON-APPROPRIATION CLAUSE**

(or renewal option based on State law)

- **TITLE HELD BY LESSEE**

- **SECURITY INTEREST HELD BY LESSOR**

- **FULLY AMORTIZING OBLIGATION**

(Payment schedule P&I breakdown, \$1 option)

- **NO RESIDUAL or FMV OPTION**

- **FULL INTEREST RATE DISCLOSURE**

(Amortization schedule and IRS form 8038)

- **LEGAL OPINION**

(Duly Authorized Legal, Valid and Binding; Compliance with Public Bidding)

- **AUTHORIZING BOARD RESOLUTION**

(County Board / City Council /Board of Education)



GE imagination at work

Taxable Municipal Lease

- **NON-APPROPRIATION CLAUSE**
(or renewal option based on State law)
- **LESSOR TYPICALLY OWNS EQUIPMENT**
- **PICKLE DEPRECIATION on NON-QTE ASSETS**
- **RESIDUAL/FMV**
- **AUTHORIZING BOARD RESOLUTION**
(County Board / City Council /Board of Education)



GE imagination at work

Key Areas of Expertise

Documentation

- Appropriation/Renewal/Abatement
- Issuer Specific T's & C's

State Law

Tax Expertise

Creating Flexible Solutions

Collateral Knowledge

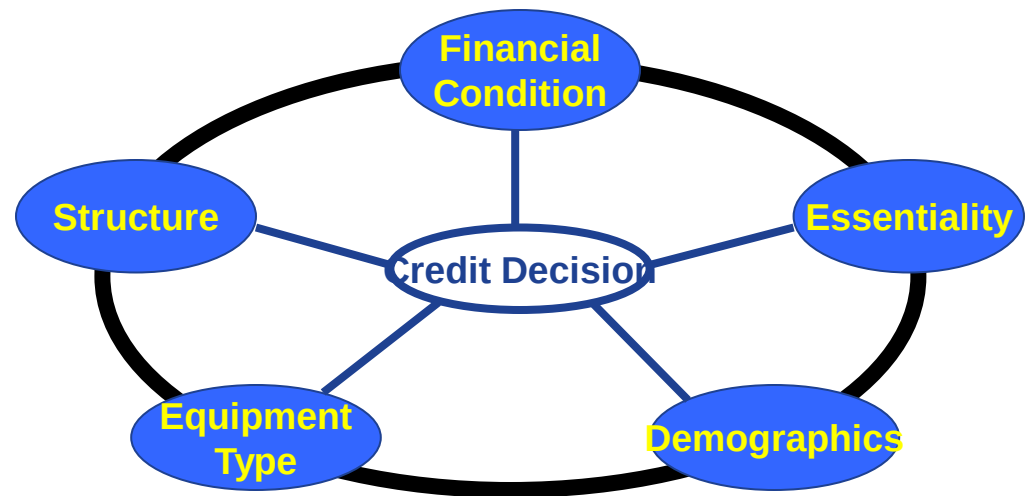
Bid Process

Underwriting

Municipal Transactions:

What we look at:

- Financial Condition
- Deal Structure
- Equipment Type
- Demographics
- Essentiality



Essential Use Analysis

Are the assets being financed essential for the borrower to carry out its primary roles and responsibilities?

- Replacement?
- Department using equipment?
- Feasibility study?
- In the worst economic times, would the government appropriate funds for the continued use of the asset?



Municipal risk structuring

Assets Groups – single asset transactions less essential

Cross schedules for default and non-appropriation

Visibility of transaction

- Legal opinion (city attorney, county council, attorney general)
- Governing body resolution authorizing the specific transaction

Term/Structure

- Quarterly, semi-annual or annual payment structures
- Refinance existing transactions

Political Environment

- Did voters reject a bond issue for the project?

Municipal credit packages

Financial Condition

- Three years audited financials (interims typically not available)

Deal Structure

- Deal summary

Equipment Type

- Equipment description/Breakdown
- Invoices if available

Demographics

Essentiality

- Replacement?
- Department using equipment?
- Feasibility study?
- Cost savings analysis?



Potential areas of concern

Restrictions by state law or borrower policy

- Pledge of additional collateral
- Sale/Leaseback

Arbitrage on Deposit or Reserve Account

- Unless yield restricted and borrower receives all interest
- Not commercially relevant in todays market but rules are cumbersome

Pay to Play and/or Lobbying Restrictions



E-Z-GO LEASE AGREEMENT

LESSEE	Legal Name	Contact	Phone No.	
Business Street Address/City/State/Zip		County	Tax Identification No.	
Supplier	Name	Contact	Phone No.	
Equipment	Equipment Location (if the same as Lessee's address, check here only ☐)			
Quantity	Make and Model	General Description		
KEY TERMS	Lease Term (months)	No. of Payments	Payment Amount(s)	Payment Frequency ☐ Monthly ☐ Other (describe)
Other Terms: Start Date: _____ End Date: _____ **If Payment Amount is a percentage (%) of gross monthly receipts (see section 3), then enter % here: _____			Purchase Option (Mark with "x") ____ Fair Market Value ____ Other _____ Equipment to be replaced annually? ____(Mark with "x", if yes; provide initials)	

1. LEASE: The E-Z-GO Division of Textron Inc., ("Lessor") agrees to lease to Lessee certain equipment described above and manufactured and/or distributed by Lessor (such equipment and other personal property, replacement parts, replacements, additions, repairs and accessories, and all operation manuals, technical bulletins, plans, specifications, documents, is referred to as the "Equipment"). Lessee authorizes Lessor to correct minor typographical errors in the information contained in this Lease and enter additional omitted information. Lessor will send Lessee a copy of the final

version of this Lease. This Lease is a complete and exclusive statement of Lessee's and Lessor's agreement

for the lease of the Equipment, and may be modified in writing only. If Lessee is a corporation, this Agreement is executed pursuant to authority of Lessee's Board of Directors. If more than one Lessee executes this Agreement, Lessee's obligations under this Agreement are joint and several. By signing this lease, if Lessee is an individual, Lessee authorizes Lessor to obtain consumer credit bureau reports for credit and collection purposes.

2. TERM: This Lease will start when Lessor signs it, and will continue for the lease term specified above (the "Term"). The Term may be extended under the circumstances specified in Section 13 (the "Extended Term").

3. RENT: Lessee will pay Lessor rent in the amount(s) and at the frequency specified on the front of this Lease without abatement for any reason. Unless otherwise specified on the front of this Lease, the first rental payment will be due upon Lessee's acceptance of the Equipment in writing. IF ALL OR PART OF A RENTAL PAYMENT IS NOT PAID WHEN DUE, LESSOR MAY CHARGE LESSEE THE GREATER OF \$25.00 OR 10% OF THE AMOUNT PAST DUE. Lessor shall determine the order in which Lessee's payments are applied to Lessee's outstanding obligations owing to Lessor. **In the event that the rent shall be a set percentage of Lessee's gross monthly receipts generated by the use of the Equipment, the percentage shall be identified on the front of this Lease without abatement for any reason. Lessee shall collect a usage fee from all users of the Equipment. Said usage fee shall be acceptable to Lessor at its discretion.**

4. TITLE AND SECURITY INTEREST: Lessor has title to the Equipment. If for any reason it is determined that Lessee has title to the Equipment, Lessee grants Lessor a security interest in the Equipment and its accessions to secure all of the Lessee's present and future obligations owing to Lessor or Lessor's affiliates (the "Obligations"). Lessee will not permit any party other than lessor to have an interest in the Equipment. If requested by Lessor, Lessee will allow Lessor to conspicuously display Lessor's ownership or security interest on the Equipment. LESSEE AUTHORIZES LESSOR TO SIGN AND FILE FINANCING STATEMENTS IN LESSEE'S NAME COVERING THE EQUIPMENT AND ITS ACCESSIONS. LESSEE WILL REIMBURSE LESSOR FOR LESSOR'S ADMINISTRATIVE COSTS AND THE GOVERNMENTAL FEES RELATED TO SUCH FILINGS. To further secure the Obligations, Lessee grants Lessor a security interest in any security deposit specified on the front of this Lease. The security deposit will not earn interest, and will be commingled with Lessor's general funds.

5. SELECTION, PURCHASE AND QUALITY OF EQUIPMENT: LESSEE AGREES THAT IN THE EVENT THAT LESSOR ASSIGNS THIS LEASE TO ANY COMMERCIAL FINANCE COMPANY INCLUDING AFFILIATE FINANCE COMPANY (HEREINAFTER REFERRED TO AS "ASSIGNEE") THAT LESSEE SELECTED BOTH THE EQUIPMENT AND THE MANUFACTURER. ASSIGNEE SHALL LEASE THE EQUIPMENT TO LESSEE "AS IS", AND MAKE NO

REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE EQUIPMENT (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF INFRINGEMENT). WITH RESPECT TO SUCH ASSIGNEE, LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, AND MAY NOT BE REDUCED OR OFFSET FOR ANY REASON. THOSE OBLIGATIONS WILL BE UNAFFECTED BY THE LOSS OR DESTRUCTION OF THE EQUIPMENT, ANY DISPUTE WITH ANY PARTY ABOUT THE PERFORMANCE OR SERVICING OF THE EQUIPMENT, OR THE OBSOLESCENCE OR DIMINISHED UTILITY OF THE EQUIPMENT. LESSEE IS THE BENEFICIARY OF ANY PROMISES OR WARRANTIES EXTENDED TO ASSIGNEE BY THE MANUFACTURER, AND LESSEE MAY CONTACT THE MANUFACTURER FOR A DESCRIPTION OF THOSE RIGHTS.

6. USE, REPAIRS AND SERVICE: Lessee will use the Equipment for commercial purposes only. Lessee will not alter the Equipment, allow it to be used by anyone other than Lessee or Lessee's invitees, agents or employees, or, without Lessor's permission, move it to a location different from the equipment location specified on the front of this Lease (the "Equipment Location"). Lessee will not permanently integrate the Equipment with any realty, and it will remain personal property. Lessee will use the Equipment only in the manner for which it was intended, keep it in good condition and service it in accordance with the manufacturer's instructions which Lessor will provide to Lessee. Lessee will only utilize replacement parts supplied by a source approved by the Lessor. Lessor will provide an authorized service mechanic on request to handle any major maintenance which may be required on the Equipment. Any acts of vandalism to the Equipment shall be reported in writing to the Lessor upon discovery, together with any names and/or evidence that would lead to the apprehension of the vandals or that would aid in filing and insurance claim. Property damage, fire, theft, and injuries resulting from the use of the Equipment shall be reported in the same manner. All replacement parts and additions to the Equipment either become Lessor's property or are subject to Lessor's security interest. **In the event that the parties have indicated on the front of this Lease their agreement that new Equipment shall be provided annually, Lessor shall provide the Lessee with new Equipment on an annual basis throughout the term of the Lease. Any change to the Quantity, Make and Model and/or General Description of the Equipment shall be indicated via addendum. In no circumstance shall Lessor provide Lessee with new Equipment if Lessee is in default of the Lease.**

7. RISK OF LOSS AND INSURANCE: LESSEE BEARS THE RISK OF LOSS FOR THE EQUIPMENT FROM THE TIME THAT IT IS SHIPPED TO LESSEE, UNTIL IT IS RETURNED TO LESSOR AT THE DESTINATION SPECIFIED BY LESSOR. Lessee will keep the Equipment insured for its replacement cost, against all standard risks, and Lessee will name Lessor as Loss Payee on any policy. Each policy shall provide for no less than thirty (30) days prior written notice of cancellation or non-renewal to Lessor. Lessee will also carry public liability insurance, in an amount specified by Lessor, naming Lessor as an Additional Insured. LESSEE AUTHORIZES LESSOR TO ENDORSE AND NEGOTIATE CHECKS PAID TO LESSEE AS PROCEEDS OF INSURANCE REQUIRED BY THIS SECTION. If Lessee fails to provide insurance covering the Equipment, Lessor may purchase insurance that benefits Lessor. Insurance purchased by Lessor may include coverages beyond those required by this Section. Lessee shall pay Lessor for the cost of such insurance, including: (a) premium expense, (b) premium finance charges, and (c) fees for billing and other administrative services. Lessor's affiliates may act as insurance carrier, premium finance company and/or insurance administrator, and may be compensated through premium charges, commissions, premium rebates and fees. LESSOR ENCOURAGES LESSEE TO OBTAIN LESSEE'S OWN INSURANCE, SINCE IT IS LIKELY TO COST LESSEE LESS AND MORE THOROUGHLY PROTECT LESSEE'S INTEREST IN THE EQUIPMENT. Lessor will promptly discontinue any insurance that Lessor has purchased protecting Lessor's interest in the Equipment, when Lessee provides Lessor with evidence of Lessee's own insurance meeting the requirements of this Section.

8. TAXES: Lessee is responsible for all taxes and other fees imposed in connection with the lease, use or ownership of the Equipment (including amusement, sales, use, and property taxes). Lessor will either ask Lessee to reimburse Lessor for the amount that Lessor pays, or Lessor will estimate the annual charge and bill Lessee a ratable portion with each rental payment. TO DEFRAY THE COST OF DECLARING AND PAYING LESSEE'S PROPERTY TAX, LESSOR MAY CHARGE LESSEE AN ANNUAL FEE.

9. INDEMNITY: Lessee will defend Lessor (using counsel approved by Lessor) against all claims, liabilities, suits, losses and costs (including fees of counsel) relating to the Equipment or this Lease, including those arising from the maintenance or use of the Equipment, and Lessee will promptly pay all such claims and costs as they arise. Lessee will reimburse Lessor for any economic loss resulting from an adverse change in the recovery period(s) or the depreciation method(s) available for the Equipment. These

indemnities survive the termination or expiration of this Lease.

10. DEFAULT: Lessee will be in default under this Lease if: (a) Lessee fails to make any payment required by this Lease within ten (10) days of its due date, (b) Lessee fails to comply with any other term of this Lease or any other agreement with Lessor or an affiliate of Lessor's, (c) Lessee or any guarantor of Lessee's obligations dies, transfers a significant portion of Lessee's or guarantor's assets, or goes out of business, or (d) Lessee or any guarantor of Lessee's obligations becomes insolvent or subject to bankruptcy, receivership, or similar reorganization or liquidation proceedings. If Lessor waives Lessee's performance of any term of this Lease at one or more times, it will not preclude Lessor from enforcing that term at a later time.

11. REMEDIES AND RECOVERY COSTS: Upon Lessee's default under this Lease, Lessee will promptly compensate Lessor for the loss of Lessor's bargain (the "Damages"). The amount of the Damages will be determined as of the time that Lessee makes payment to Lessor for the Damages, and will be equal to the sum of: (a) all past due amounts owing under this Lease, (b) an estimate on any property tax which Lessor will owe for the Equipment, and (c) all amounts yet to become due under this Lease. (d) the amount of any nominal purchase price or estimated fair market value purchase option or, in the case of a fair market value purchase option, the residual value which Lessor expects to realize for the Equipment. When calculating the Damages, all amounts which would otherwise be payable at some future date will be discounted to present value at the rate of 5% per year. Lessor may also terminate this Lease and require Lessee to return the Equipment to Lessor in the manner specified in Section 13. If Lessee fails to do so, Lessor may go to the Equipment location and repossess the Equipment. If Lessor sells or re-leases the Equipment, Lessor will credit Lessee for the present value of the sale or re-lease proceeds. Lessor will provide Lessee with ten (10) days advance notice of any sale of the Equipment, which Lessee acknowledges is reasonable. Lessee will be responsible for all recovery costs that Lessor incurs after a default, including: (a) with respect to any default under this Agreement, Lessee shall reimburse lessor for all costs and expenses incurred by attorneys, including both Lessor's in house attorneys and outside attorneys' and paralegals' whether or not a lawsuit or other court action is actually filed in connection with the event of default. In the event that a suit, action, arbitration, or other proceeding of any nature, including, without limitation, any proceeding under The Bankruptcy Code, any action seeking a declaration of rights or an action for rescission is instituted to interpret or enforce this Agreement, including but not limited to such fees and costs associated with trial and appeals, Lessee agrees to pay

the reasonable attorneys' fees incurred in connection with such proceeding as awarded by the court; (b) \$250.00 to cover Lessor's internal collection overhead; and (c) \$250.00 to cover Lessor's internal repossession and remarketing overhead.

12. JURY TRIAL WAIVER: IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED: AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. PURCHASE OPTION AND RETURN OF EQUIPMENT: If Lessee has performed all of Lessee's obligations contained in this Lease, Lessee may keep the equipment at the expiration of the Term, or any Extended Term, for the purchase option price specified on the front of this Lease. If the purchase option price is fair market value, Lessor will specify the fair retail value which Lessee must pay to purchase the Equipment from Lessor. In all other cases, Lessee must notify Lessor of Lessee's decision to keep or return the Equipment at least sixty (60) days prior to the expiration of the Term, or any Extended Term. Lessee's purchase of the Equipment from Lessor will be "AS-IS, WHERE-IS." If Lessee decides to return the Equipment, Lessee will promptly ship the Equipment to a destination specified by Lessor at Lessee's expense. All returned Equipment must start, stop and turn properly; mechanically, all Equipment shall be in operable condition and capable of being driven onto a transporter, reasonable wear and tear excepted; cosmetically, all Equipment and component parts are to be returned operable and complete according to its original condition, reasonable wear and tear excepted. If the returned Equipment consists of electric golf cars: the Equipment must also be able to transport two (2) players and their golf clubs; all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and all

Equipment must include operable battery chargers. If the returned Equipment consists of gas powered golf cars: the Equipment must also be able to transport two (2) players and their golf clubs; all engine components must be clean, free of debris and have proper oil levels as well as clean filters. Any missing Equipment and parts or damage to the Equipment will result in a separate billing to the Lessee at replacement cost or fair market value, at Lessor's discretion. Upon inspection, the Lessee shall have the opportunity to perform all repairs necessary, at its expense, in order to comply with the return standards set forth herein. Otherwise, Lessee will pay Lessor for any damage to the Equipment in excess of and not in compliance with the return standards set forth herein. If Lessee does not timely notify Lessor of Lessee's decision to keep or return the Equipment, Lessor may extend this Lease on a month-to-month basis for an additional twelve (12) month period, at the same periodic rentals required during the initial term.

14. TRANSFER AND SUBLEASE: LESSEE MAY NOT ASSIGN LESSEE'S RIGHTS OR DELEGATE LESSEE'S OBLIGATIONS UNDER THIS LEASE, OR SELL OR SUBLET THE EQUIPMENT. Lessor may transfer Lessor's interest in this Lease or the Equipment at any time. If that happens, the rights of the new owner of this Lease to receive rents and other amounts under this Lease will not be subject to any claims or defenses that Lessee may have against Lessor or any other party

15. LOUISIANA PROVISIONS: If Lessee has title to Equipment that is located in Louisiana, Lessee confesses judgment in Lessor's favor in the amount of the Damages and other recoverable costs specified in Section 10. In the case of a default, Lessor may immediately seize that Equipment pursuant to executory process and sell it to the highest bidder. Lessee waives all statutory protections afforded to Lessee in connection with such seizure and sale, including rights to notice, demand, delay and appraisal contained in articles 2293, 2331, 2332, 2336, 2721, through 2724 and 2733 of the Louisiana Code of Civil Procedure.

16. GOVERNING LAW AND PLACE FOR SUIT: This Agreement shall be deemed to be a contract under the laws of the State of Georgia and for all purpose shall be governed by and construed in accordance with the laws of that state. Lessee irrevocably agrees that any legal action or proceeding brought by or against Lessee with respect to the Agreement shall be brought in the courts of the State of Georgia or in the U.S. District Court for the Southern District of Georgia. Lessee consents to the jurisdiction of such courts and that the venue for any such action shall be the County of Richmond, Georgia. This provision shall not limit the right of Textron Inc., its assigns, to bring such actions or proceedings against

Lessee in the court of such other states or jurisdictions where Lessee may be subject to jurisdiction

17. CREDIT INFORMATON: Lessee authorizes Lessor or any of Lessor's affiliates to obtain credit bureau reports, and make other credit inquiries that Lessor determines are necessary. Lessee also agrees to provide applicable general financial information about itself as requested by Lessor from time to time. On Lessee's written request, Lessor will inform Lessee whether Lessor has requested a consumer credit report and the name and address of any consumer credit reporting agency that published a report. Lessee

acknowledges that without further notice Lessor may use or request additional credit bureau reports to update Lessor's information so long a Lessee's obligations to Lessor are outstanding.

18. MISCELLANEOUS: All notices required by this Lease must be in writing. LESSOR MAY CHARGE LESSEE A FEE FOR PREPARING LEASE HISTORIES, SENDING LESSEE DUPLICATE COPIES OF DOCUMENTS, AND FOR OTHER REQUESTS THAT LESSEE MAKES OF LESSOR CONCERNING THIS LEASE

Lessee's Name

Lessor's Name - E-Z-GO Division of Textron Inc.

Lessee's Signature

Lessor's Signature

Print Name and Title

Date

Print Name and Title

Date



LEASE-PURCHASE AGREEMENT NO.

This LEASE-PURCHASE AGREEMENT ("Lease") is made and entered into as of _____, by and between TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (herein called "Lessor") and _____, (herein called "Lessee"), wherein it is agreed as follows:

1. **LEASE OF PROPERTY.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto. The items of property described in Exhibit A, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto shall herein collectively be called the "Property." Lessee authorizes Lessor to add to any Property description, or make necessary corrections to, any serial numbers or other identification of the Property when known.
2. **ACCEPTANCE; TERM.** Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes. This Lease will become effective upon the execution hereof by Lessee and Lessor, and shall terminate upon payment by Lessee of the last Rental Payment required to be made by it in accordance with Exhibit C thereto (the "Lease Term"), unless canceled or terminated earlier pursuant to Sections 5, 15 or 21 hereof.
3. **RENT.** Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due **Monthly** commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each [****ENTER month/yr****] thereafter until fully paid unless terminated earlier pursuant to Section 5, 15 or 21 hereof. Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor (as defined below) based on receipt of an executed Receipt Certificate from the Lessee. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable for the Lease Term in dollars (U.S.), without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may designate from time to time in writing). In the event any payment by Lessee hereunder is received by Lessor or its assignee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late fee, computed at the rate of up to ten per cent (10%) of such overdue amount, limited, however, to the maximum amount allowed by law. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 HEREOF, THE RENTAL PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER. Lessor may terminate this Lease at any time prior to receipt of Lessee's Receipt Certificate hereunder if Lessor determines in its sole discretion that (i) any written representation made to it by Lessee proves to have been false or misleading in any material respect when made, (ii) subsequent to the making of any such representation there has occurred a material change such that any such representation as made is not true and correct, (iii) any event which would constitute a default under the Lease has occurred, or (iv) there has been a substantial and material change in Lessee's financial condition or operations which has a material adverse effect on Lessee's creditworthiness.
4. **DELIVERY; PAYMENT OF PROPERTY COST; COSTS.** The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessee's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or

on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property. Upon Lessor's receipt of the Receipt Certificate for the Property and any other documentation required by Lessor, Lessor will pay or cause to be paid the costs of such Property to the Vendor therefor. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

5. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the State of _____ with Lessee's fiscal year ending on _____ of each calendar year. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease for any of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments for Lessee's current fiscal year. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Lease Term. The officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5, which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 22 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. **LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve

Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee acknowledges that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee's quiet enjoyment of the Property so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Property or repudiate this lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes..

7. **TITLE; SECURITY INTEREST.** During the Lease Term title to the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to all Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee's interest shall be that of owner and holder of legal title and Lessor's interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver with respect to the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

11. **LOCATION; INSPECTION.** The Property will not be removed from, or if the Property consists of rolling stock its permanent base will not be changed from, the Property Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Property Location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair, or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C into this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of **\$1,000,000.00** combined single limit or such greater amount as may be as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Property from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. **NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.**

15. **PURCHASE OPTION.** On each Rental Payment due date, Lessee shall have an option to purchase the Property for an amount equal to the Rent Payment due on such date plus the Purchase Options Price set forth in each Exhibit C. Lessee's right hereunder shall be conditioned upon Lessee's having performed all terms and conditions hereof in a timely fashion and no Event of Default shall have occurred either during the term of the Lease nor at the time this option to purchase is sought to be exercised. At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee may at its option pay to Lessor the sum of **ONE DOLLAR (\$1.00)**, whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and

interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor. This option shall be exercised by written notice to Lessor given within the thirty (30) day period prior to the last day of the Lease Term.

16. **LESSEE CERTIFICATION.** Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(a) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been had such payments been exempt from taxation under Section 103 of the Code.

17. **LESSEE NEGLIGENCE.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. **ESSENTIAL USE.** It is Lessee's intent to make Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld,

Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER.

20. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events:

- (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof;
- (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;
- (c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;
- (d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

21. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

- (a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.
- (b) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessor in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;
- (c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder and
- (d) Exercise any other right, remedy or privilege which may be available to it under applicable law including the right to (i) proceed by appropriate court action to enforce the terms of this Lease; (ii) recover damages for the breach of this Lease; and (iii) rescind this Lease as to any or all of the Property in accordance with applicable laws and procedures.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. **TERMINATION PROCEDURE.** In the event Lessor is entitled under the provisions of this Lease, including any cancellation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancellation or termination of Lessee's interest in the Property.

23. **LAW GOVERNING AND CONSTRUCTION.** This lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to conflict of law provisions; provided that any interest and finance charges hereunder shall be governed by federal law and, to the extent applicable, the substantive laws of the State of Minnesota. Lessee hereby consents to jurisdiction and venue of the federal or state courts sitting in the State of Minnesota for purposes of resolving all disputes of any nature whatsoever regarding the lease, or any transaction contemplated hereby, and Lessee hereby waives objection which it may now or hereafter have to the laying of jurisdiction or venue in the federal or state courts of Minnesota. Lessor and Lessee agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confirm personal jurisdiction if served personally, by certified mail to it at its address designated pursuant to the lease, or as otherwise provided under the respective rules of the state or federal courts of Minnesota. Any provision of this lease which may be prohibited or unenforceable in any jurisdiction shall not, as to such jurisdiction, invalidate the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction. Lessee agrees that, at Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this lease. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS

24. **NOTICES AND ORIGINALS.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

25. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

26. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease.

27. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

28. **APPOINTMENT.** In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessor: TCF Equipment Finance, Inc.

By: _____ Operations T.C.

Lessee:

By: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor: TCF Equipment Finance, Inc.
11100 Wayzata Boulevard, Suite 801
Minnetonka, MN 55305

Re: Lease-Purchase Agreement No. _____, dated as of _____, by and between
_____ and TCF Equipment Finance, Inc.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by TCF Equipment Finance, Inc. and its successors and assigns.

Very truly yours,

EXHIBIT A
TO LEASE-PURCHASE AGREEMENT NO. _____,
DATED AS OF January 31, 2011

PROPERTY DESCRIPTION

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	
Total Cost \$	

Lessee: By: _____

EXHIBIT B
TO LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. _____, dated as of _____, negotiated for the purpose of acquiring Property with TCF Equipment Finance, Inc., as Lessor, hereby acknowledges receipt in good condition of all of the Property described on Exhibit A to said Lease-Purchase Agreement this ____ day of _____, 20__ and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

Lessee:

By: _____

EXHIBIT E
INSURANCE COVERAGE DISCLOSURE
TO LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

 X a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, Inc. and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

 X b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, Inc. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
\$1,000,000 aggregate bodily injury liability
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305, prior to the time that the property is delivered to Lessee (please fax a copy of the Certificate of Insurance or binder to Lynn Gleason at (866) 465-3149.)

Lessee:

By: _____

RESOLUTION
LEASE-PURCHASE NO. _____
DATED AS OF _____

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. _____ dated _____ (the "Lease"), in the principal amount of \$_____, between _____ and TCF Equipment Finance, Inc., 11100 Wayzata Blvd Suite #801 Minnetonka, Minnesota 55305; providing XX Monthly lease payments of \$_____ each from legally available funds; and prescribing other details in connection therewith.

WHEREAS, _____, (the "Lessee") is a Corporation duly organized and existing pursuant to the Constitution and laws of the State of _____ and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements, and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, Inc., Minnetonka, Minnesota (the "Lessor"), duly organized, existing, and in good standing under the laws of the State of Minnesota, shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF LESSEE:

Section 1. The _____ or _____ acting on behalf of Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before _____, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of \$_____ bearing interest as set forth in Exhibit C of the Lease; said Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ____ day of _____, 20____.

Lessee:

By: _____

CERTIFICATE
AS TO
BANK QUALIFICATION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ of _____ (Lessee), and that with respect to the Lease-Purchase Agreement No. _____ dated as of _____ (the Lease) by and between Lessee and TCF Equipment Finance, Inc.:

1. Lessee hereby designates the Lease as a “qualified tax-exempt obligation” for purposes and within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended (the Code), and treasury regulations promulgated thereunder.

2. The reasonably anticipated amount of tax-exempt obligations (other than obligations listed in Section 265(b)(3)(C)(ii) of the Code) which will be issued by Lessee during the current calendar year does not exceed \$10,000,000.

3. In no event will Lessee designate more than \$10,000,000 of obligations as “qualified tax-exempt obligations” during the current calendar year.

Dated: _____

Lessee:

By: _____

(Certificate to be used only for bank qualified transactions
where the resolution does not make a bank qualified designation)

CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of _____ (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Colorado, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.

LESSEE'S FACT SHEET

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Name of Lessee:
2. Property location address:
3. County Property is located in:
4. COMPLETE BILLING ADDRESS:
5. Send bills to the ATTENTION of:
6. Most convenient billing date(s):
7. Name of person who issues payment:
8. Phone number of person in number 7:
9. Has ALL Property been delivered and in proper working order: (yes or no)
10. Tax ID number:
11. Fiscal year end:

July 23, 2013

Mr Rusty McGahee.
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

Sent this day via email to:
rmcgahee@textron.com



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

**RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts
Request for Interview on August 1, 2013**

Dear Mr. McGahee:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 130795 for Golf, Utility and Hospitality Carts. The City would like to invite E-Z-GO to an interview on August 1, 2013. If in-person is not feasible, the City is amenable to a telephonic interview. Timeslots that are good for the City's evaluation committee are 11:30 to 1; 1:00 to 2:30; or 2:30 to 4:00.

Please be prepared to discuss the items listed on the following agenda. You will have 1.5 hours to discuss your firm's proposal response and respond to questions from the Evaluation Committee. Please limit the information to that which is directly related to your proposal. After completing your interview, you will be given an opportunity to submit a revised offer which will be due one week later (Thursday, August 8, 2013).

In order to ensure a productive conversation, the attendance of an individual with executive-level responsibilities for sales and business development is requested.

The evaluation committee requests you submit written responses to the agenda items prior to your interview. Please email your written response to Lloyd.windle@tucsonaz.gov.

The interview will include, but not be limited to, the following:

1. Explain the relationship with Cushman and Bad Boy Buggies. How will each be incorporated into the contract.
2. EXCEPTIONS: The City has not accepted or rejected the exceptions as proposed by E-Z-GO unless specifically identified below. The City is reviewing the list of exceptions proposed by E-Z-GO and does not have a response at this time. Time permitting, we will address some/all of these at the interview. If E-Z-GO advances in the evaluation, these can also be addressed during negotiations.
3. Page 4: 6. Pricing: The City does not accept the proposed language as written. The Requests that the following language be retracted, "and related fuel surcharges". The City does not accept any fuel surcharges in contracts.
4. Discuss E-Z-GO's national program response. Include:
 - a. discussion of any current cooperative agreements E-Z-GO is party to;
 - b. provide a list of any state contracts E-Z-GO holds;
 - c. how E-Z-GO's proposal to the City differ from other contracts held by E-Z-GO; and
 - d. describe how an award by the City of Tucson and offered through National IPA will be positioned in the marketplace in relation to other E-Z-GO contracts.

Please reply quickly to this letter via email to Lloyd.windle@tucsonaz.gov with cc: to laura.jestings@tucsonaz.gov. If you should have any questions, please contact Laura Jestings at (520) 837-4135.

Sincerely,

A handwritten signature in black ink that reads "Lloyd B. Windle II".

Lloyd B. Windle II C.P.M. CPPB
Principal Contract Officer

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130795

PROPOSAL DUE DATE: MAY 22, 2013 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

PRE-PROPOSAL CONFERENCE DATE: MAY 7, 2013
TIME: 10:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M.
TELEPHONE NUMBER: (520) 837-4105
Lloyd.windle@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

LBW/swb

PUBLISH DATE: APRIL 11, 2013

INTRODUCTION/BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide quality **GOLF, TURF AND HOSPITALITY CARTS**. The City of Tucson has over 110 public parks and 5 public golf courses located throughout the City. Tucson City parks come in all shapes and sizes ranging from small neighborhood parks to large district parks. Tucson City golf courses are all 18-hole courses that cover approximately 550 acres.

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Principal Procurement Agency, as defined in Attachment I, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment I).

The City of Tucson anticipates spending approximately \$500,000 over the full potential Master Agreement term for Golf, Turf and Hospitality Carts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Golf, Turf and Hospitality Carts purchased under the Master Agreement through National IPA is approximately \$10 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

SCOPE OF WORK

GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Be an authorized distributor or manufacturer.
 - b. Have a strong national presence in the golf and utility vehicle equipment industry.
 - c. Have a distribution model capable of delivering products nationwide.
 - d. Have a demonstrated sales presence.
 - e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
3. **CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
 - a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - c. **Low Speed Vehicles** – A complete and comprehensive line of new and used vehicles that meet street legal requirements.
 - d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
 - e. **Balance of Line** – A complete and comprehensive line of related products provided by the offeror that compliment equipment available under the contract. This could include GPS or navigational products that work with the equipment.
 - e. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate *and applicable* ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org), OSHA (Occupational Safety and Health Administration – www.osha.org) standards and ANSI (American National Standards Institute – www.ansi.org) standards.

3. **CURRENT PRODUCTS:** All products being offered as “new” in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor *pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.*
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within **3-4** ~~((delete seven (7) days))~~ **weeks** of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for **a one year period** ~~(delete 12-month)~~ and will include all charges that may be incurred in fulfilling requirement(s) for **a one year** ~~(delete 12-month)~~ period following contract award *including a separate line item for transportation expenses and related fuel surcharges.* Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled “Sample Equipment Specifications”). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

SERVICE REQUIREMENTS:

1. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
2. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within **3-4 weeks** ~~(delete 24 hours)~~ **of notification. Any required parts not in stock (delete must) may** be ordered day delivery and any costs for next day delivery shall be borne by the ~~(delete contractor)~~ **City**. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy.

Contractor ~~(delete shall)~~ **will** provide warranty service within ~~(delete 24 hours)~~ **in a timely manner** of notification request. ~~(delete Repairs (or delays in obtaining required parts) that will take longer than 48 hours will require the contractor to provide, deliver and retrieve a “loaner” vehicle until the City's vehicle is restored to service. The “loaner” vehicle must be of similar quality and size to the cart being repaired and free of charge).~~

- 3. TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:
- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.

- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.
The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

4. **DELIVERY:** For City of Tucson purchases, equipment shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time. The Contractor shall be required to give the Parks and Recreation Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

- a. M.S.O. (Manufacturer Statement of Origin)
- b. Warranty documents
- c. Manual's as described in Section 7 – Manuals.

5. **MANUALS:** For each order, the successful vendor shall furnish the following manuals during delivery of vehicles in the following quantity and formats.

- a. Operator's Manual, one (1) hard copy per unit
- b. Parts Manual, ~~((delete two (2)))~~ **one (1)** hard copy per vehicle model
- c. Service and Repair Manual, ~~((delete two (2)))~~ **one (1)** hard copy per vehicle model
- d. Overhaul Manual, two (2) hard copy per vehicle model
- e. Cross reference guide from manufacturers part numbers to their suppliers part numbers, one (1) hard copy per vehicle model per order
- f. One (1) electronic copy of each manual on CD or USB flash drive

If changes, modifications, additions or alterations occur to vehicles, vendor shall provide the applicable descriptive literature for each affected manual to the participating agency at no cost.

The City of Tucson and Participating Agencies shall have the right to reproduce any material for educational purposes.

6. **VEHICLE INSPECTION:** The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Parks and Recreation Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

The Contractor will be required, with each vehicle or group of vehicles delivered on the same purchase order number, to supply a delivery ticket specifying the purchase order number of each vehicle. Where there is more than one item on a purchase order, the bid item number shall also be indicated.

SAMPLE VEHICLE SPECIFICATIONS

Instructions for completing the sample vehicle specification worksheets. Indicate if the vehicle offered meets the specifications by circling either "Y" for yes or "N" for no in the column labeled "COMPLY". If the vehicle offered does not comply with a specification, provide a brief description of the exception in the column labeled "EXCEPTIONS".

ITEM #1 - ELECTRIC POWERED GOLF CART		
	COMPLY	EXCEPTIONS
MOTOR 36 Volt DC or 48 Volt DC (circle one) Output >= 2.5 HP for 1 Hour	Y or N Y or N	
MOTOR/SPEED CONTROL UNIT Programmable Speed Control Solid State Microprocessor Diagnostic LED and Calibrator Interface Solid State Electronic Ignition	Y or N Y or N Y or N Y or N	
BATTERIES Manufacturer and Model Number Type (AGM, Deep Cycle, Gel, etc.) Quantity Voltage Amp Hours 20 Hour Amp Hour Rating Life Expectancy based upon 6 hours of average daily cart use		
CHARGER UL Listed Hours to recharge to full assuming batteries at 10%. Hours to recharge to full assuming batteries at 20%. Hours to recharge to full assuming batteries at 50%. Life Expectancy of Charger	Y or N	
DRIVE SYSTEM Direct Coupled Transaxle Helical Gears	Y or N Y or N	
FRAME Rectangular or Tubular Steel Frame Rust Proof, Non-corrosive 2" Rear Tow Hitch 2" Front Receiver Hitch	Y or N Y or N Y or N Y or N	
BODY Steel or Thermoplastic Construction Scuff Plates - Rear Fenders, Cowl	Y or N Y or N	

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
Color = White	Y or N

INSTRUMENTATION

Battery Discharge Indicator	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N

SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N

STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and score sheet holder	Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N

BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non asbestos lined pads	Y or N
Life Expectancy based upon 6 hours of average daily cart use	
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N

TIRES & WHEELS

Steel Rims	Y or N
Hubcaps	Y or N
18" x 8.5" x 10" or 8"	Y or N
4-Ply	Y or N

CANOPY

Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N
---	--------

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

GOLF ACCESSORIES

Sweater Basket	Y or N
Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N

DIMENSIONS/SPECIFICATIONS

Length	91.00" - 95.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	63.00" - 68.00"	Y or N

PERFORMANCE

Forward Speed = 19 mph maximum	Y or N
Reverse Speed of <= 5 mph	Y or N
Range up to 40 miles	Y or N

PARTS AND SERVICE

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

WARRANTY

3 Year Standard Warranty	Y or N
--------------------------	--------

ITEM #2 - GASOLINE POWERED GOLF CART

COMPLY

EXCEPTIONS

POWER TRAIN

Type = Gas Powered, Air Cooled	Y or N
Horsepower >= 11	Y or N
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N
Ignition = Electronic	Y or N
Transaxle with Helical Gears and Integral Differential	Y or N
Overdrive	Y or N
Variable Automatic Torque Sensing	Y or N

BATTERIES

Manufacturer and Model Number	
Type (AGM, Deep Cycle, Gel, etc.)	
Quantity	
Voltage	
Amp Hours	
20 Hour Amp Hour Rating	
Life Expectancy based upon 6 Hours of average daily cart use	

FRAME

Rectangular or Tubular Steel Frame	Y or N
------------------------------------	--------

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

Rust Proof, Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N

BODY

Steel or Thermoplastic Construction	Y or N
Scuff Plates - Rear Fenders, Cowl	Y or N
Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
Color = White	Y or N

INSTRUMENTATION

Fuel gauge	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N

SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N

STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and score sheet holder	Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N

BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non asbestos lined pads	Y or N
Life Expectancy based upon 6 hours of average daily cart use	
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N

TIRES & WHEELS

Steel Rims	Y or N
Hubcaps	Y or N

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

18" x 8.5" x 10" or 8"	Y or N
4-Ply	Y or N
CANOPY	
Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N
GOLF ACCESSORIES	
Sweater Basket	Y or N
Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N
DIMENSIONS/SPECIFICATIONS	
Length 91.00" - 95.00"	Y or N
Width 44.00" - 48.00"	Y or N
Weight without batteries 500 - 680 lbs	Y or N
Wheel Base 63.00" - 68.00"	Y or N
Fuel tank capacity 6 gallons	Y or N
Oil capacity 1 US Quart	Y or N
PERFORMANCE	
Forward Speed = 19 mph maximum	Y or N
Reverse Speed of <=10 mph	Y or N
Range up to 75 miles	Y or N
PARTS AND SERVICE	
Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N
WARRANTY	
4 Year Standard Warranty	Y or N

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART

	COMPLY	EXCEPTIONS
POWER TRAIN		
Type = Gas Powered, Air Cooled	Y or N	
Horsepower >= 11	Y or N	
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N	
Ignition = Electronic	Y or N	
Transaxle with Helical Gears and Integral Differential	Y or N	
Overdrive	Y or N	
Variable Automatic Torque Sensing	Y or N	
BATTERIES		
Manufacturer and Model Number		
Type (AGM, Deep Cycle, Gel, etc.)		

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Quantity	
Voltage	
Amp Hours	
20 Hour Amp Hour Rating	
Life Expectancy based upon 6 Hours of average daily cart use	
FRAME	
Rectangular or Tubular Steel Frame	Y or N
Rust Proof Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N
BODY	
Steel or Thermoplastic Construction	Y or N
Scuff Plates - Rear Fenders, Cowl	Y or N
Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
INSTRUMENTATION	
Fuel gauge	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N
SEATING	
Four Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N
STEERING	
Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and Score Sheet Holder	Y or N
SUSPENSION	
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
BRAKES	
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non Asbestos Lined Pads	Y or N

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Life Expectancy based upon 6 hours of average daily cart use		
Semi-metallic pads with limited or lifetime warranty		Y or N
Metallic pads with limited or lifetime warranty		Y or N
TIRES & WHEELS		
Steel Rims		Y or N
Hubcaps		Y or N
18" x 8.5" x 10" or 8"		Y or N
4-Ply		Y or N
CANOPY		
Constructed of high impact, weather and fade resistant, non-breakable materials		Y or N
DIMENSIONS/SPECIFICATIONS		
Length	91.00" - 95.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	63.00" - 68.00"	Y or N
Fuel tank capacity	6 gallons	Y or N
Oil capacity	1 US Quart	Y or N
PERFORMANCE		
Maximum Forward Speed = 19 mph		Y or N
Reverse Speed of <= 10 mph		Y or N
Range up to 75 miles		Y or N
PARTS AND SERVICE		
Factory authorized service center		Y or N
OEM parts delivery within 24 hours		Y or N
WARRANTY		
4 Year Standard Warranty		Y or N

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART

	COMPLY	EXCEPTIONS
ENGINE		
Type = Gas powered, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 9.0 HP	Y or N	
Size >= 286 cc	Y or N	
Air intake = Cartridge type paper filter with remote located air intake	Y or N	
DRIVE SYSTEM		
Driveline = Unitized transaxle		

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

Transmission = CVT Continuously variable transmission	Y or N
Differential = full with manually activated lock which can be engaged or disengaged while in motion	Y or N
Differential protective guard	Y or N
Gear selection = Forward, neutral and reverse selected by operator	Y or N
4 x 2	Y or N

SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers	Y or N

BRAKES

Front - Disc or Auto Adjusting Mechanical Drum	Y or N
Rear - Disc or Auto Adjusting Mechanical Drum	Y or N
Parking Brake - Rear Mechanical Foot Operated	Y or N
Non asbestos lined pads	Y or N
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N
Life Expectancy based upon 6 hours of average daily cart use	

FRAME

Twin I-beam structure independent of body	Y or N
Rust proof, non-corrosive	Y or N
Front and rear receiver hitch- 2"	Y or N

SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs or bucket seats	Y or N

BODY

Front and Rear Bumpers	Y or N
Front brush guard	Y or N
Dash Mounted Instrumentation -	Y or N
Fuel gauge	Y or N
Hour Meter	Y or N
Low engine oil warning light	Y or N
Dual Head, Tail and Brake Lights	Y or N

STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N

TIRES & WHEELS

20 x 10-8, 4 ply	Y or N
All terrain tread	Y or N
steel rims	Y or N

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length	98"	Y or N
Width	48"	Y or N
Wheel Base	64"	Y or N
Fuel Capacity	6 gal	Y or N
Oil Capacity	1. quart	Y or N
Cargo Box	500 lbs	Y or N
Vehicle Rated	800 lbs	Y or N
Cargo Box Size	25" x 41" x 7"	Y or N
Cargo Box Capacity	13.8 cu. ft.	Y or N
Ground Clearance under differential	4.6"	Y or N
Turning Diameter	24.1 ft	Y or N
Turning Radius	11.8 ft	Y or N
Bed load height	31"	Y or N

PERFORMANCE

Forward Speed Maximum of 15 mph	Y or N
Reverse Speed of 10 mph	Y or N

PARTS AND SERVICE

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

WARRANTY

2 Year Standard Warranty	Y or N
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ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

ENGINE

Type = Gas, 4 cycle OHV, air cooled	Y or N
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N
Power >= 13 HP	Y or N
Size >= 400 cc	Y or N
Ignition = electronic	Y or N
Air intake = Cartridge type paper filter with remote located air intake	Y or N

DRIVE SYSTEM

Driveline = Unitized transaxle with CVT Drive clutch	Y or N
Differential = Locking differential with shift-on-the-fly	Y or N
Differential protective guard	Y or N
Gear selection = Forward, neutral and reverse selected by operator	Y or N
4 x 2	Y or N

SUSPENSION

COMPLY

EXCEPTIONS

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Front - Independent A-arms with Coil over Hydraulic Shock Absorbers Y or N

Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers Y or N

BRAKES

Front - Self adjusting hydraulic drum Y or N

Rear - Self adjusting hydraulic drum Y or N

Parking Brake - Manually operated, mechanically linked Y or N

Non asbestos lined pads Y or N

Semi-metallic pads with limited or lifetime warranty Y or N

Metallic pads with limited or lifetime warranty Y or N

Life Expectancy based upon 6 hours of average daily cart use

FRAME

Twin I-beam structure independent of body Y or N

Rust proof, non-corrosive Y or N

Front and rear receiver hitch- 2" Y or N

SEATING

Two Occupants Y or N

High back bucket seats with heavy duty vinyl covering foam cushioning Y or N

BODY

Front tube brush guard Y or N

Dash Mounted Instrumentation -

Fuel gauge Y or N

Hour Meter Y or N

Low engine oil warning light Y or N

Dual Head, Tail and Brake Lights Y or N

Power Lift kit to assist lifting of loaded cargo box Y or N

Sun Canopy Y or N

STEERING

Automotive Type Y or N

Rack and Pinion or Worm Gear and Pitman System Y or N

TIRES & WHEELS

23 x 10.5-12, 4 ply Y or N

All terrain tread Y or N

steel rims Y or N

DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length 125" Y or N

Width 54" Y or N

Wheel Base 80" Y or N

Fuel Capacity 7 gal Y or N

Oil Capacity 1. quart Y or N

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Cargo Box	800 lbs	Y or N
Vehicle Rated	1200 lbs	Y or N
Cargo Box Size	45" x 48" x 11"	Y or N
Cargo Box Capacity	13.8 cu. ft.	Y or N
Ground Clearance under differential	6"	Y or N
Ground Clearance under foot platform	12"	Y or N
Turning Diameter	24.1 ft	Y or N
Turning Radius	11.8 ft	Y or N
Bed load Height	31"	Y or N

PERFORMANCE

Forward Speed Maximum of 19 mph	Y or N
Reverse Speed of <= 13 mph	Y or N
Range up to 75 miles	Y or N

PARTS AND SERVICE

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

WARRANTY

2 Year Standard Warranty	Y or N
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INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** **An original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program Response

Provide a response to the national program

a. Include a detailed response to Attachment A, Exhibit A National IPA Response for National Cooperative contract. Responses should:

- i. highlight experience, demonstrate a strong national presence

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236th on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

ii. describe how offeror will educate its national sales force about the contract

E-Z-GO Executive Senior Leadership Team endorsement and sponsorship of the award as the public sector go-to market strategy within the first 10 days.

E-Z-GO, Cushman and Bad Boy Buggies Marketing Managers will prepare within the first week of award, announcements to be distributed our National Account Managers, Territory Account Managers, Government Account Managers, and all dealer principals announcing the award, terms and implementation plans.

iii. describe how products and services will be distributed nationwide

E-Z-GO will conduct a webex and conference calls, in conjunction with the City of Tucson, and NIPA to answer any sales team questions within the first two weeks of the contract award to answer any sales team questions. Our dealers point of contact will also be given to the point of contact within E-Z-GO for further ongoing questions and clarification.

Our Dealer only website portal will be updated to include the contract details and specific instructions and also a link to the National IPA's website.

Within 2 weeks of the contract award the information will be posted on the E-Z-GO, Cushman, and Bad Boy Buggies websites with a link to the National IPA's website for those customers seeking information regarding the contract or other opportunities within NIPA. Our Marketing Team will also create an award specific print ad to be used in market specific advertising, our dealer network, E-Z-GO, Cushman, and Bad Boy Buggies email blasts.

The advertising, sales team and Dealer network training will be ongoing throughout the life of the contract.

iv. include a plan for marketing the products and services nationwide

E-Z-GO will conduct meetings, seminars and training for all National IPA Representatives to educate them on all E-Z-GO, Cushman, and Bad Boy Buggies products and services and to gain expertise operating the vehicles.

E-Z-GO, Cushman and Bad Boy Buggies will create and distribute co-branded materials for the NIPA and E-Z-GO Sales Teams to support the promotion of the NIPA and E-Z-GO partnership.

The Territory Sales Managers will be encouraged to develop a Municipal Marketing Plan in each respective territory with their dealer partners to weekly call on the municipal and other government customers to promote the NIPA/E-Z-GO contract and the advantages of utilizing the contract.

i. describe how volume will be tracked and reported to National IPA

The tracking of the sales will be completed monthly by the Inside Government Sales Support Administrator just as it is done currently for the CMAS, TXMAS, State of Georgia, and State of Arizona contracts. The Territory Sales Managers, Branch Sales Managers, Dealer Inside Account Receivable/Payable/Sales Administrators, Distribution Managers, National Account Managers, and Government Sales Managers are contacted monthly for their sales results which are submitted to the respective customer contract administrator and copied to Compliance for the fees to be paid.

b. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement

Please see attached Exception Sheet

2. Product and Service

a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

See Attached Bid Pricing Documents

1. Submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted. Failure to include this information may result in bid rejection.

Detailed product brochures of E-Z-GO, Cushman & Bad Boy Buggies are attached.

2. Disclose the life expectancy in months based on an average daily use of 6 hours per day. Identify the manufacturer and model number of the batteries; disclose the volts, amp hours, quantity of batteries and 20 amp hours rating. How many hours to full charge assuming battery at 10%, 20% and 50%?

See Detailed Product Specifications

3. Describe the offeror's ability to provide used equipment.

E-Z-GO Division of Textron manufacturers and sells only new vehicles to our dealer and distribution partners. Our distribution partners and dealers are the source for used vehicles when the City of Tucson and NIPA requirements call for them.

4. Describe the braking system, related performance and quality/specifications of the components. Describe the quality of the brake pads? Are there premium pads available? At what cost?

See Detailed Product Specifications

5. Describe the construction materials comprising the body and sun canopy. Detail the quality of materials and its resistance to impacts, adverse weather, fading, chipping, etc.

E-Z-GO assures proper materials are used in our products and meet or exceed our customers, ASAE, OSHA, and ANSI standards.

6. Disclose the range in miles and/or hours for each proposed vehicle assuming operating under typical 18 hole golf course conditions with fully charged batteries.

E-Z-GO golf vehicles will provide 36 holes of golf for the warranty period of the batteries. See attached warranty for details.

7. Provide the written recommended PM schedules, identify each maintenance part, its cost and the labor hours required to complete the PM.

Recommended PM schedules are included in the owner's manuals with each vehicle. These also may be requested in electronic format.

8. Provide the maintenance costs per year extending from the warranty end date to the projected life expectancy end date.

The maintenance costs and warranty end date to life expectancy cannot be accurately calculated or projected due to varied vehicle usage.

9. Provide the current replacement parts list and their cost.

Service Parts are available for purchase at a 30% discount off E-Z-GO current MSRP excluding the windshields and batteries. The windshields are priced just above cost to be competitive. Batteries also are exceptions. They change price weekly because of the price fluctuation of lead. The service parts list consists of thousands of parts. Upon successful award the list will be provided.

10. Provide the current optional equipment list and their cost.

Optional equipment can be purchased from Shopezgo.com. discount price 30% off MSRP from the Parts Manual. Optional equipment at time of vehicle build is value priced when constructed on the production line and is discounted at the same percentage as the respective class of vehicle. Refer to the attached vehicle MSRP price sheets and options offering.

11. Submit warranty documentation. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Warranty documents are attached. E-Z-GO does not currently offer extended warranty.

12. Submit written evidence of authorized distributor and service center for manufacturer equipment.

N/A

13. Offerors shall submit all information that will aid the City in evaluating your proposal: available options, product spec sheets, product brochures, product website addresses, etc.

Detailed information can be found at EZGO.Com, Cushman.com, BadBoyBuggies.com, Shopezgo.com (Parts).

- b. Describe what other products and/or services you offer that would be applicable to this contract. Include repair services if available.

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles – electric, gas, and diesel.

Industrial & Commercial – Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles – electric, gas, diesel.

Sport Series Vehicles – electric, gas, and diesel.

Work Series Vehicles – electric, gas and diesel.

Custom Vehicles – electric, gas, and diesel.

- c. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

E-Z-GO's regional technical managers provide on-site product support upon request with each vehicle purchase. Additionally E-Z-GO has a technical support hotline. There is factory training school and classes offered throughout each year at our Augusta GA, Headquarters.

- d. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

E-Z-GO carries a service part inventory at our Augusta, GA Headquarters and manufacturing facility. Additionally E-Z-GO has regional Branch Facilities across the United States, as well as Dealer and Distributer partners all of whom carry service parts inventory to properly service their individual and unique market requirements.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

E-ZGO is the only Fleet Golf Car manufacturer whose vehicles operate under AC power versus DC power.

E-Z-GO partners and supplies specialized vehicles which support our other Divisions of Textron Inc. who supply vehicles to the United States Department of Defense.

- g. Describe any environmentally friendly features, options or technology available.

E-Z-GO is the only current manufacturer of our class of vehicle who manufactures a hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator. E-Z-GO also produces all electric and all gas or all diesel vehicles.

- h. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.

E-Z-GO offers Service Training, Factory Tours, and participates and facilitates conference calls to increase customers' industry awareness.

- i. Describe how your firm will notify customers of new equipment and services.

Websites, Publications both general and vertical market, and Trade Shows

3. Orders, Invoices and Delivery

- a. Describe your ordering capacity (telephone, fax, internet, etc.)

Orders can be scanned and emailed, faxed, sent via FedEx, US Postal Service, or placed via credit card.

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

Invoices are generated at time of shipment and mailed. Customers can pay through EDI or wire transfer. Summary invoicing is not available. The agencies may request alternate methods and the Accounts Receivable/Payable Department will evaluate if it would be feasible.

- c. Describe your delivery commitment:

1. What are your standard delivery days

Monday – Friday

Vehicle: 60 Days ARO

Parts: 3-10 Business Days

2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

4. Other

- a. Describe any government rebate programs applicable.

N/A

- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

N/A

- c. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.

Textron Corporate proprietary information is not available for public bid.

- d. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.

List of Distributor/Dealer partners will be supplied at time of successful award. E-Z-GO does not utilize subsidiaries.

B. Price Proposal

1. Identify the objective verifiable price list to be used. This must be submitted with the proposal. Price lists for Equipment, Parts, Related Products and Services must be submitted. Include proposed discounts off price lists.

See attached pricing documentation.

2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.

See attached Price Sheet

3. Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.

Detailed freight rate table attached

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

N/A

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to participating agencies.

E-Z-GO cannot provide a most favored nations contract clause. E-Z-GO is happy to provide pricing and discount structures competitive with our National Account and similar customers.

6. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, total annual spend, etc.

E-Z-GO is offering an additional rebate program based upon volume orders entitling the recipient to spend towards vehicles and parts. See attached Rebate Table.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Electronic ordering can be set up between E-Z-GO the City of Tucson, and National IPA. There is no additional discounting for electronic ordering or payment.

Standard payment discount: 2% -10 Net 30.

8. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 2%, if payment is made within 10 days Net 30. These payment terms shall apply to all purchases and to all payment methods.
9. Will payment be accepted via commercial credit card? X Yes No
a. If yes, can commercial payment(s) be made online? Yes X No
b. Will a third party be processing the commercial credit card payment(s)? Yes X No
c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? X Yes No
10. Does your firm have a City of Tucson Business License? X Yes No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

2. Provide a statement of your annual sales for the past 2 years.

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

3. Provide the total number and location of sales persons employed by your firm.

Textron Inc. employs 33,000 people worldwide. E-Z-GO Division of Textron Inc. employs 630 people on our Augusta, GA campus.

4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

See attached Organizational Profile & References

5. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the Method of Approach, Price Proposal and Qualifications and Experience of the stated criteria. However, the City may determine that short listing is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules and regulations apply to purchases made under the contract.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonprocurement.com and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Agencies outsourcing the maintenance of parks, golf courses, etc., may have service providers provide materials through this contract. Service providers are responsible for tracking the products purchased off this contract and ensuring those products are only used for the agency they are providing service.

- 2. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 3. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the ~~(delete delivery location designated)~~ **local factory authorized dealer. The factory authorized dealer will conduct inspection, prep, set-up and deliver to final customer location designated. The NIPA customer will pay for the delivery from the dealer location to the final customer location.** Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the

whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
9. **SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
10. **NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
 - b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
 - c. Documentation that states prices will be sold at the existing discount from list price as existing products.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority **on behalf of the City of Tucson** to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the **written** approval of the Department of Procurement **and Contractor**. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall **to the extent of their negligence, unlawful conduct, or violation of applicable law** pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. **The City shall pay interest of one and one half percent (1.5%) per month on any past due balance from the date of delinquency until paid. In addition, Contractor may withhold further delivery of equipments and impose cancellation fees or require payment prior to shipment if any payment due is not paid when due.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as **(delete determined) reasonably** and approved by the City's Director of Procurement. If the Contractor fails or refuses to make

such repair or replacement, the City will **reasonably and appropriately** determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS Delivery: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract. Contractor will use all reasonable efforts to meet shipment dates but no shipment dates shall fall within the meaning of "time is of the essence" For the avoidance of doubt delivery dates shall be interpreted as estimated and Contractor shall not be liable for any delay in meeting a delivery promise date.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. Contractor's standard printed limited warranty for each of the parts completes or other equipment or goods sold here under in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title. Contractor makes no other representations, statement of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose are hereby disclaimed.

43. Limitation of Liability: The total liability of Contractor (including its affiliates and their employees, contractors, and representatives for the equipments (or services offered hereunder, if any) or anything related to or associated with this agreement shall not exceed the purchase price paid for the individual equipment upon which such liability is based. The preceding limitations of liability shall not operate to diminish City's right of indemnification for causes of actions brought by third parties to the extent that such claims invoice personal injury or death that is directly attributable to the unlawful or negligent conduct of Contractor. Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential incidental indirect punitive or special damages arising out of or in connection with this agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill or otherwise and whether or not such loss or damage is based on contract, warranty, negligence, indemnity strict liability or otherwise and whether or not the Parties were informed in advance of the potential for such damages.

PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE
1.	Electric Powered Golf Vehicle, as per specifications	\$ _____
	MANUFACTURER AND MODEL NUMBER	
2.	Gasoline Powered Golf Vehicle, as per specifications	\$ _____
	MANUFACTURER AND MODEL NUMBER	
3.	Gasoline Powered Transportation Golf Vehicle, As per specifications	\$ _____
	MANUFACTURER AND MODEL NUMBER	
4.	Light Duty Utility Vehicle, as per specifications	\$ _____
	MANUFACTURER AND MODEL NUMBER	
5.	Medium Duty Utility Vehicle, as per specifications	\$ _____
	MANUFACTURER AND MODEL NUMBER	
(A) EQUIPMENT TOTAL FOR ITEMS 1- 5		\$ _____

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)

ITEM#	DESCRIPTION	UNIT PRICE
1.	Equipment: Electric Powered Golf Vehicle Replacement Parts:	
	Battery	\$ _____
	PART/ITEM NUMBER	
	Electric Motor	\$ _____
	PART/ITEM NUMBER	
	Brake Pads	\$ _____
	PART/ITEM NUMBER	
	Charger	\$ _____
	PART/ITEM NUMBER	
	Speed Controller	\$ _____
	PART/ITEM NUMBER	
	Front Axle	\$ _____
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1	\$ _____
2.	Equipment: Gasoline Powered Golf Vehicle Replacement Parts:	
	Drive Clutch	\$ _____
	PART/ITEM NUMBER	

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	Starter/Generator	\$ _____
	PART/ITEM NUMBER	
	Battery	\$ _____
	PART/ITEM NUMBER	
	Brake Pads	\$ _____
	PART/ITEM NUMBER	
	Front Axle	\$ _____
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Fuel Filter	\$ _____
	PART/ITEM NUMBER	
	Air Filter	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ _____	

3. Equipment: Gasoline Powered Transportation Golf Vehicle
Replacement Parts:

Drive Clutch	\$ _____
PART/ITEM NUMBER	
Starter/Generator	\$ _____
PART/ITEM NUMBER	

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	Battery	\$ _____
	PART/ITEM NUMBER	
	Brake Pads	\$ _____
	PART/ITEM NUMBER	
	Front Axle	\$ _____
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Fuel Filter	\$ _____
	PART/ITEM NUMBER	
	Air Filter	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ _____

4. Equipment: Light Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder	\$ _____
PART/ITEM NUMBER	
Clutch Cable Assembly	\$ _____
PART/ITEM NUMBER	
Starter/Generator	\$ _____
PART/ITEM NUMBER	
Battery	\$ _____

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

PART/ITEM NUMBER

Brake Pads \$ _____

PART/ITEM NUMBER

Front Axle \$ _____

PART/ITEM NUMBER

Steering Gear \$ _____

PART/ITEM NUMBER

Tires \$ _____

PART/ITEM NUMBER

Wheels \$ _____

PART/ITEM NUMBER

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4 \$ _____

5. Equipment: Medium Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder \$ _____

PART/ITEM NUMBER

Clutch Cable Assembly \$ _____

PART/ITEM NUMBER

Starter/Generator \$ _____

PART/ITEM NUMBER

Battery \$ _____

PART/ITEM NUMBER

Brake Pads \$ _____

PART/ITEM NUMBER

Front Axle \$ _____

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
--------------	--------------------	-------------------

	PART/ITEM NUMBER	
--	------------------	--

	Steering Gear	\$ _____
--	---------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Tires	\$ _____
--	-------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Wheels	\$ _____
--	--------	----------

	PART/ITEM NUMBER	
--	------------------	--

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 \$ _____

(A) EQUIPMENT TOTAL FOR ITEMS 1-5 \$ _____

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 \$ _____

GRAND TOTAL (A + B) \$ _____

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: _____

1451

Address

Title: _____

Augusta, GA 30906

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2013.

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

ATTACHMENTS

Attachment I – National IPA Exhibits



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Grounds Maintenance Equipment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.1 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.3 Pricing Commitment

~~(Delete Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.)~~

E-Z-GO is pleased to provide the City of Tucson and the National IPA discounted pricing that is competitive with our National Accounts and similarly situated accounts. E-Z-GO however cannot provide a most favored nations clause.

2.4 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.2 Company

A. Brief history and description of your company.

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236th on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

B. Total number and location of sales persons employed by your company.

Textron Inc. employs 33,000 people worldwide.

The E-Z-GO Division of Textron Inc. employs 630 people on the Augusta, GA campus.

196 Sales and Service remote employees

31 Fleet Account Managers

16 Territory Account Managers

7 Regional Sales Directors

5 National Account Managers

4 Value Stream Vice Presidents

4 International Sales Managers

2 Government Sales Managers

Covering the United States, North America, South America, Central America, Europe, Middle East, Africa.

C. Number and location of support centers (if applicable).

E-Z-GO Branches located in Georgia, Pennsylvania, Texas

E-Z-GO Hubs located in Arizona, California, Florida, New York

D. Annual sales for the three previous fiscal years.

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2010, 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

E. Submit your FEIN and Dunn & Bradstreet report.

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.3 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.

E-Z-GO utilizes our nationwide network of 800 Dealers and over 1,000 locations to distribute and service our customers.

- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites. www.ezgo.com; www.cushman.com; www.badboybuggies.com;

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

All E-Z-GO brands and products are shipped directly from 1451 Marvin Griffin Rd., Augusta, GA 30906. The distribution/factory direct operations vary in size depending on the services offered at the facility, Logistics/Traffic, Manufacturing, Sale, Service, IT etc. The production facilities producing our vehicles total 675,000 square feet.

- D. State any return and restocking policy and fees, if applicable, associated with returns.

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

First 10 Days

A. Within one week of contract award all Brands and their respective marketing and sales teams within E-Z-GO Division of Textron Inc., will begin to prepare an announcement to be distributed to our 196 Sales and Service remote employees 31 Fleet Account Managers, 16 Territory Account Managers, 7 Regional Sales Directors, 5 National Account Managers, 4 Value Stream Vice Presidents, 4 International Sales Managers, 2 Government Sales Managers and our Dealer

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Principals announcing the award, terms and conditions, and implementations.

E-Z-GO Government Sales Managers will meet with National IPA to become educated on their successful program. There will be a joint planning schedule developed to include customer target sales calls and trade shows.

30 Days

Our dealer only website will be updated to include the contract details and specific instructions and also a link to the National IPA website. We will create series of WebEx and conference calls, in conjunction with the City of Tucson and the National IPA to answer any sales team questions.

Education and training sessions, ride and drive, factory tour and will be held for the National IPA at the E-Z-GO production facility.

90 Days

The advertising and sales team training will be on-going throughout the life of the contract to keep it fresh and in the forefront of our Sales Teams and Distribution and Dealer network. Our Dealer network will be given Point of Contact information within E-Z-GO for further ongoing questions and clarification

Quarterly meetings will be held with National IPA, E-Z-GO, and our Dealer Counsel. Minutes of the meeting will be published and sent to our dealer network.

NIPA monthly marketing tips will be included in our monthly dealer news communications from each of the Value Streams.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

See 3.4A

The Government Sales Managers will hold regional sales meetings with our Dealers to develop an action and marketing plan specific to their geographic territories. The Government sales Managers will meet with the individual dealer and sales teams who focus on the Municipal Market to assist them in the implementation of this award with their customers.

Our Dealers will be encouraged to develop a weekly target list to review with the E-Z-GO, Cushman and Bad Boy Buggies Territory Account Managers to drive the contract for additional sales.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications within first 10 days

See 3.4A

Within two weeks of contract award the information will be posted on the E-Z-GO, Cushman and Bad Boy Buggies websites with a link to the National IPA website for those customers seeking more information regarding the contract or other opportunities within NIPA. We will also create an award specific print ad to be used in market specific advertising, E-Z-GO Division of Textron Inc. dealer mailings and email blasts.

- b. Announcement, contract details and contact information published on the company website within first 30 days
See response B. above.
- c. Design, publication and distribution of co-branded marketing materials within first 90 days
See response A. above.
- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

D) Local E-Z-GO, Cushman and Bad Boy Buggies Dealers and the E-Z-GO Division of Textron Inc., sales and marketing teams will attend NIGP, NPI, and Municipal trade shows to promote the relationship between E-Z-GO Division of Textron Inc., and the National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

E) E-Z-GO Division of Textron Inc. and their dealers facilitate many municipal shows and ride and drive events across the country throughout the year. These events attract many different levels of local municipalities and allows for a comfortable environment to demo equipment and discuss purchasing opportunities such as NIPA.

E-Z-GO Division of Textron Inc. will create a webpage link to a dedicated NIPA/EZGO/CUSHMAN/BAD BOY BUGGIES site to include all pertinent purchasing information for the customer.

- f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our dealers and Sales Teams will have E-Z-GO Division of Textron Inc. brands/NIPA specific literature and also be well versed in the benefits of utilizing the NIPA program within their procurement process. E-Z-GO Division of Textron Inc. vehicles are currently in state and Federal contracts.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E-Z-GO Division of Textron Inc. is prepared to license the use of the E-Z-GO, Cushman and Bad Boy Buggies Trademarks, for the term of the Master Agreement, solely for the purpose of the Master Agreement.

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

Requirements for National Cooperative Contract

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contract

Lurie Nichol, Government Sales Manager
Donna Conrad, Inside Government Sales Support Administrator
E-Z-GO Division of Textron Inc.

- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Highest Level Executives in charge is divided by Value Stream.

Vice President Fleet Golf – Mike Parkhurst
Vice President Cushman Industrial and Commercial – Darryl Heffline
Vice President Bad Boy Buggies & E-Z-GO Consumer – Eric Bondy

196 Sales and Service remote employees
31 Fleet Account Managers
16 Territory Account Managers
7 Regional Sales Directors
5 National Account Managers
4 Value Stream Vice Presidents
4 International Sales Managers
2 Government Sales Managers

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

The E-Z-GO Division of Textron Inc., sales teams will work with the National IPA to implement & grow the national program by identifying current and potential members of the advantages of using the program to purchase their vehicles no matter what the application. The teams will also notify the customers of any changes or updates within NIPA and/or equipment updates or news releases from E-Z-GO, Cushman, & Bad Boy Buggies brands. The team

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

approach will benefit both partners with long term rewards.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Lurie Nichol will be the main coordinator of this agreement utilizing a team consisting of sales, finance, and marketing.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

N/A

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

E-Z-Go customizes this feature/function on a case by case basis dependent of the needs and requirements of the customer.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

WHEREAS, the _____ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of _____ (herein “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement. **In addition, National IPA covenants that all transactions contemplated hereby or authorized hereunder shall be subject to terms and conditions substantially similar to those in effect between the City of Tucson and Supplier, as memorialized by (TBD), or such other terms as Supplier may agree in writing in its sole discretion.**

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and ~~(delete - shall be obligated to reimburse National IPA's costs and expenses for such audit.)~~

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

A. National Intergovernmental Purchasing Alliance Company

National IPA

Attn: President

1600 Westgate Circle

Suite 275

Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

National IPA Contract Sales Monthly/Quarterly Report

Report Totals _____

3

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR

CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES

BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA

SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT

CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOHAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PORTLAND
JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

City of Tucson NIPA Documented Pricing Master

E-Z-GO Propc Net Price Cost E-Z-GO Margin Vehicles E-Z-GO Vehicle Pricing Off MSRP

52.0%	23128	14443.4	37.55%	Golf Cars
30.0%	50243	26863.7	46.53%	Utility Vehicles (Turf)
20.0%	82144	64391.8	21.61%	Utility Vehicles (Industrial)
30.0%	95001	48170.4	49.29%	Transportation Vehicles (Shuttles)
20.0%	57420	10816.1	81.16%	Hospitality Vehicles (Refreshers)
20.0%	33298	19212.9	42.30%	Road Legal Low Speed Vehicles
20.0%	30866	14443.4	53.21%	AWD Vehicles
30.0%				Parts
30.0%				Accessories/Custom Solutions
				LSV

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend CC Vehicles, Parts, and accessories)

Spend Amount Rebate \$

4.00%	4.00%	\$100,000 - \$149,999	\$4000 - \$5999.96
4.00%	4.00%	\$150,000 - \$199,999	\$6000 - \$7999.96
4.00%	4.00%	\$200,000 - \$249,999	\$8,000 - \$9999.96
4.00%	4.00%	\$250,000 - \$299,999	\$10,000 - \$11,999.96
4.00%	4.00%	\$300,000 - \$349,999	\$12,000 - \$13,999.96
4.00%	4.00%	\$350,000 - \$399,999	\$14,000 - \$15,999.96
4.00%	4.00%	\$400,000 - \$449,999	\$16,000 - \$17,999.96
4.00%	4.00%	\$450,000 - \$499,999	\$18,000 - \$19,999.96
4.00%	4.00%	\$500,000 +	\$20,000

Freight 25% less than E-Z-GO rates current rates
Based Upon \$4 a Gallon Diesel rates

\$175 per vehicle for canopy top, windshield and other options of a canopied vehicle

\$450 per vehicle for a custom cab and other options on a cab vehicle

\$35 per cart for tops, windshields and other options for fleet golf

Vehicle Calculations for NIPA Bid

SPEC	RETAIL PRICE	SPEC	RETAIL PRICE	SPEC	RETAIL PRICE	SPEC	retail	spec	
1 TXt Freedom Electric	6625.00	2 TXT FREEDOM GAS	6,523.00	3 RXV 2+2 GAS	9492	4 Hauler 800 g	8270	5 Hauler 1200 g	9326
FRONT BUMPER	290.00	FRONT BUMPER	290.00	HOLE IN ONE TIRES	0	2 IN REC	54	2 IN REC	54
HOLE IN ONE TIRES	0.00	HOLE IN ONE TIRES	0.00	HEAD LIGHTS	0.00	HEADLIGHTS	0	HEADLIGHTS	0
BODY COLOR WHITE	0.00	BODY COLOR WHITE	0.00	TAIL LIGHTS	0.00	TAILLIGHTS	123	TAILLIGHTS	123
STATE OF CHARGE METER	91.00	STATE OF CHARGE METER	91.00	BRAKE LIGHTS	0.00	BRAKE LIGHTS	62	BRAKE LIGHTS	62
HEAD LIGHTS	0.00	HEAD LIGHTS	0.00	BODY COLOR WHITE	0.00	TURN SIGNAL	296	TURN SIGNAL	296
TAIL LIGHTS	0.00	TAIL LIGHTS	0.00	SUN CANOPY	437.00	HOUR METER	71	HOUR METER	71
BRAKE LIGHTS	0.00	BRAKE LIGHTS	0.00	TURN SIGNAL	289.00	BRUSH GUARD	0	BRUSH GUARD	0
TURN SIGNAL	286.00	TURN SIGNAL	286.00			FUEL GAUGE	75	FUEL GAUGE	75
HUB CAPS	45.00	HUB CAPS	45.00						
SUN CANOPY	240.00	SUN CANOPY	240.00						
SWEATER BASKET	0.00	SWEATER BASKET	0.00						
BACK UP ALARM	0.00	BACK UP ALARM	0.00						
DC CONVERTOR	0.00	WHEEL COVERS	45.00						
WHEEL COVERS	45.00								
TOTAL	7622.00	TOTAL	7,520.00	TOTAL	10218		8951		10007
DISC 52%	0.48	DISC 30%	0.48	DISC 30	0.7	DISC 30	0.7		0.7
	3658.56		3,609.60		7,152.60		6,265.70		7,004.90

2013 Freight Charges by State and Model

9-Jan-2013

State	Class I	Class II	Class IV	Class VII	Class III		Class V		Class VI	
	Fleet & Freedom Golf Cars, Tug, Minute Miser, Part Chaser	Terrain, Hauler, Express, Shuttle, Bad Boy LD, HD, LTO	Topped Truckster/Haulster	Titan Scissor Lift	Bad Boy Ambush, Recoil, Instinct, Daedon(Diesel)		Extended Frames (eg Safari)		2Five LSV	
					Crated Rate	Truck Shipped Rate	Crated Rate	Truck Shipped Rate	Crated Rate	Truck Shipped Rate
AL	\$184	\$220	\$514	\$789	\$286	\$495	\$362	\$571	\$251	\$440
AR	\$226	\$327	\$730	\$854	\$343	\$736	\$419	\$812	\$303	\$654
AZ	\$326	\$454	\$1,030	\$917	\$431	\$1,022	\$507	\$1,098	\$383	\$908
CA	\$388	\$556	\$1,241	\$1,129	\$455	\$1,250	\$531	\$1,326	\$405	\$1,111
CO	\$283	\$421	\$926	\$826	\$412	\$947	\$488	\$1,023	\$366	\$842
CT	\$226	\$327	\$730	\$815	\$343	\$736	\$419	\$812	\$303	\$654
DE	\$206	\$289	\$658	\$788	\$314	\$950	\$390	\$726	\$277	\$578
FL	\$184	\$255	\$658	\$950	\$304	\$574	\$380	\$650	\$268	\$510
GA	\$137	\$176	\$414	\$806	\$252	\$396	\$328	\$472	\$220	\$352
IA	\$260	\$382	\$844	\$746	\$308	\$860	\$444	\$936	\$326	\$764
ID	\$395	\$571	\$1,270	\$870	\$565	\$1,285	\$641	\$1,361	\$505	\$1,142
IL	\$226	\$327	\$730	\$645	\$356	\$736	\$432	\$812	\$323	\$654
IN	\$214	\$306	\$688	\$641	\$356	\$689	\$432	\$765	\$314	\$612
KS	\$247	\$360	\$800	\$957	\$356	\$810	\$432	\$866	\$315	\$720
KY	\$214	\$306	\$688	\$666	\$313	\$689	\$389	\$765	\$276	\$612
LA	\$206	\$289	\$658	\$795	\$324	\$650	\$400	\$726	\$286	\$578
MA	\$226	\$327	\$730	\$853	\$356	\$736	\$432	\$812	\$315	\$654
MD	\$206	\$289	\$658	\$799	\$315	\$850	\$391	\$726	\$276	\$578
ME	\$226	\$327	\$730	\$923	\$370	\$736	\$446	\$812	\$328	\$654
MI	\$236	\$344	\$762	\$866	\$358	\$774	\$434	\$850	\$317	\$688
MN	\$260	\$382	\$844	\$634	\$379	\$860	\$455	\$936	\$336	\$764
MO	\$247	\$360	\$800	\$821	\$335	\$810	\$411	\$886	\$296	\$720
MS	\$206	\$289	\$658	\$795	\$322	\$650	\$398	\$726	\$284	\$578
MT	\$373	\$571	\$1,240	\$995	\$555	\$1,285	\$641	\$1,361	\$505	\$1,142
NC	\$184	\$255	\$579	\$813	\$263	\$574	\$339	\$650	\$230	\$510
ND	\$276	\$362	\$844	\$665	\$565	\$815	\$641	\$881	\$505	\$724
NE	\$260	\$382	\$844	\$876	\$375	\$860	\$451	\$936	\$332	\$764
NH	\$226	\$327	\$730	\$820	\$356	\$736	\$432	\$812	\$315	\$654
NJ	\$226	\$327	\$730	\$788	\$356	\$736	\$432	\$812	\$315	\$654
NM	\$304	\$454	\$998	\$1,046	\$538	\$1,022	\$614	\$1,098	\$480	\$908
NV	\$353	\$540	\$1,168	\$917	\$435	\$1,215	\$511	\$1,291	\$387	\$1,060
NY	\$226	\$327	\$730	\$847	\$347	\$736	\$423	\$812	\$307	\$654
OH	\$215	\$307	\$690	\$681	\$347	\$691	\$423	\$767	\$297	\$614
OK	\$247	\$360	\$800	\$935	\$362	\$810	\$438	\$866	\$320	\$720
OR	\$402	\$571	\$1,282	\$1,039	\$475	\$1,285	\$551	\$1,361	\$423	\$1,142
PA	\$226	\$327	\$730	\$783	\$325	\$736	\$401	\$812	\$287	\$654
RI	\$226	\$327	\$730	\$820	\$352	\$736	\$428	\$812	\$311	\$654
SC	\$184	\$255	\$578	\$806	\$256	\$674	\$332	\$650	\$224	\$510
SD	\$260	\$382	\$844	\$976	\$565	\$860	\$641	\$936	\$505	\$764
TN	\$226	\$327	\$730	\$703	\$313	\$736	\$369	\$812	\$276	\$654
TX	\$257	\$344	\$792	\$1,163	\$352	\$774	\$428	\$850	\$311	\$688
UT	\$312	\$421	\$968	\$870	\$435	\$947	\$511	\$1,023	\$387	\$942
VA	\$206	\$289	\$658	\$904	\$301	\$650	\$377	\$726	\$265	\$578
VT	\$226	\$327	\$730	\$820	\$366	\$736	\$442	\$812	\$324	\$654
WA	\$409	\$571	\$1,292	\$917	\$475	\$1,285	\$551	\$1,361	\$423	\$1,142
WI	\$268	\$395	\$874	\$697	\$365	\$889	\$441	\$965	\$323	\$730
WV	\$206	\$289	\$658	\$742	\$313	\$650	\$339	\$726	\$276	\$578
WY	\$283	\$421	\$926	\$1,110	\$565	\$947	\$641	\$1,023	\$505	\$842
Alberia	\$352	\$535	\$1,748		\$800	\$1,748	\$876	\$1,824	\$704	\$1,070
British Columbia	\$352	\$535	\$1,748		\$750	\$1,748	\$826	\$1,824	\$704	\$1,070
Manitoba	\$322	\$479	\$1,590		\$775	\$1,589	\$851	\$1,665	\$644	\$958
New Brunswick	\$362	\$535	\$1,748		\$800	\$1,748	\$876	\$1,824	\$704	\$1,070
Ontario	\$322	\$479	\$1,590		\$775	\$1,589	\$851	\$1,665	\$644	\$958
Quebec	\$253	\$371	\$1,228		\$650	\$1,228	\$726	\$1,304	\$506	\$742
Saskatchewan	\$322	\$479	\$1,590		\$775	\$1,589	\$851	\$1,665	\$644	\$958

2013 Fuel Surcharges

Contracted TL & LTL Carriers
(prices per gallon)

Min	Max	FSC
\$1.40	\$1.50	0%
\$1.50	\$1.60	1%
\$1.60	\$1.70	2%
\$1.70	\$1.80	3%
\$1.80	\$1.90	4%
\$1.90	\$2.00	5%
\$2.00	\$2.10	6%
\$2.10	\$2.20	7%
\$2.20	\$2.30	8%
\$2.30	\$2.40	9%
\$2.40	\$2.50	10%
\$2.50	\$2.60	11%
\$2.60	\$2.70	12%
\$2.70	\$2.80	13%
\$2.80	\$2.90	14%
\$2.90	\$3.00	15%
\$3.00	\$3.10	16%
\$3.10	\$3.20	17%
\$3.20	\$3.30	18%
\$3.30	\$3.40	19%
\$3.40	\$3.50	20%
\$3.50	\$3.60	21%
\$3.60	\$3.70	22%
\$3.70	\$3.80	23%
\$3.80	\$3.90	24%
\$3.90	\$4.00	25%
\$4.00	\$4.10	26%
\$4.10	\$4.20	27%
\$4.20	\$4.30	28%
\$4.30	\$4.40	29%
\$4.40	\$4.50	30%
\$4.50	\$4.60	31%
\$4.60	\$4.70	32%
\$4.70	\$4.80	33%
\$4.80	\$4.90	34%
\$4.90	\$5.00	35%
\$5.00	\$5.10	36%

PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE
-------	-------------	------------

1.	Electric Powered Golf Vehicle, as per specifications	\$ 3658.56
----	--	------------

Comment [d64]: TXT FREEDOM ELECTRIC # 614265

MANUFACTURER AND MODEL NUMBER—

2.	Gasoline Powered Golf Vehicle, as per specifications	\$ 3609.60
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Comment [d65]: TXT FREEDOM GASOLINE # 612946

MANUFACTURER AND MODEL NUMBER

3.	Gasoline Powered Transportation Golf Vehicle, As per specifications	\$ 7152.60
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Comment [d66]: RXV 2+2 GASOLINE # 614420

MANUFACTURER AND MODEL NUMBER

4.	Light Duty Utility Vehicle, as per specifications	\$ 6265.70
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Comment [d67]: HAULER 800 GASOLINE #618841

MANUFACTURER AND MODEL NUMBER

5.	Medium Duty Utility Vehicle, as per specifications	\$ 7004.90
----	--	------------

Comment [d68]: HAULER 1200 GASOLINE #618843

MANUFACTURER AND MODEL NUMBER

(A) EQUIPMENT TOTAL FOR ITEMS 1- 5 \$ 27,691.36

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)

ITEM#	DESCRIPTION	UNIT PRICE
-------	-------------	------------

1. **Equipment: Electric Powered Golf Vehicle**
Replacement Parts:

Battery	\$ 113.00
---------	-----------

PART/ITEM NUMBER---72824G01

Electric Motor	\$ 420.00
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PART/ITEM NUMBER---624129

Brake Pads----	\$ 13.00
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PART/ITEM NUMBER---612412/612411

Charger	\$ 328.00
---------	-----------

PART/ITEM NUMBER---622418

Speed Controller	\$ 350.00
------------------	-----------

PART/ITEM NUMBER---612632

Front Axle	\$ 81.00
------------	----------

PART/ITEM NUMBER---602513

Steering Gear	\$ 120.00
---------------	-----------

PART/ITEM NUMBER---70964G02

Tires/WHEEL	\$ 57.00
-------------	----------

PART/ITEM NUMBER---612772

Wheels	\$ N/A
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PART/ITEM NUMBER---SEE ABOVE

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1 \$ 1,566.00

Comment [d69]: FREEDOM TXT ELECTRIC

Comment [d70]: Parts Manual part # 614278
\$ 42.00

Comment [d71]: Brake Drum part # 21807G2 @
\$42.00

2. **Equipment: Gasoline Powered Golf Vehicle**
Replacement Parts:

Drive Clutch	\$ 179.00
--------------	-----------

PART/ITEM NUMBER---618684

Comment [d72]: FREEDOM TXT GASOLINE

Comment [d73]: FREEDOM TXT GASOLINE
PARTS MANUAL PARTS # 614275 \$ 42.00

Comment [d74]: Driven Clutch # 618685
\$155.00

Comment [d75]: Drive Belt # 618630 \$39.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	Starter/Generator	\$ <u>245.00</u>
	PART/ITEM NUMBER---625715	
	Battery	\$ <u>55.00</u>
	PART/ITEM NUMBER---24775G1	
	Brake Pads	\$ <u>13.00</u>
	PART/ITEM NUMBER---612412/612411	
	Front Axle	\$ <u>81.00</u>
	PART/ITEM NUMBER---602513	
	Steering Gear	\$ <u>120.00</u>
	PART/ITEM NUMBER---70964G02	
	Fuel Filter	\$ <u>2.00</u>
	PART/ITEM NUMBER---72084G01	
	Air Filter	\$ <u>18.00</u>
	PART/ITEM NUMBER---28463G01	
	Tires/ WHEEL	\$ <u>57.00</u>
	PART/ITEM NUMBER---612772	
	Wheels	\$ <u>SEE</u> <u>ABOVE</u>
	PART/ITEM NUMBER---SEE ABOVE	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2	\$ <u>1048.00</u>

Comment [d77]: BRAKE DRUM # 21807G2
\$ 42.00

3. Equipment: Gasoline Powered Transportation Golf Vehicle
Replacement Parts:

Drive Clutch	\$ <u>179.00</u>
PART/ITEM NUMBER---610684	
Starter/Generator	\$ <u>245.00</u>
PART/ITEM NUMBER---625715	

Comment [d78]: RXV 2+2 GASOLINE

Comment [d79]: PARTS MANUAL # 611105
\$42.00

Comment [d80]: DRIVEN CLUTCH # 618685
\$155.00

Comment [d81]: BELT # 618630 \$ 39.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795
PAGE 36 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	Battery	\$ <u>55.00</u>
	PART/ITEM NUMBER---24775G1	
	Brake Pads	\$ <u>13.00</u>
	PART/ITEM NUMBER---612412/612411	
	Front Axle (2)	\$ <u>40.00</u>
	PART/ITEM NUMBER---608089	
	Steering Gear	\$ <u>182.00</u>
	PART/ITEM NUMBER---618329	
	Fuel Filter	\$ <u>2.00</u>
	PART/ITEM NUMBER---72084G01	
	Air Filter	\$ <u>18.00</u>
	PART/ITEM NUMBER---28463G01	
	Tires/Wheel	\$ <u>57.00</u>

PART/ITEM NUMBER---612772

Wheels

\$ SEE
ABOVE

PART/ITEM NUMBER--- SEE ABOVE

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ 1027.00

4.

Equipment: Light Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder---NONE

\$ N/A

PART/ITEM NUMBER---N/A

Clutch Cable Assembly---CLUTCH DRIVE

\$ 179.00

PART/ITEM NUMBER---623948

Starter/Generator

\$ 245.00

PART/ITEM NUMBER---625715

Battery

\$ 55.00

Comment [d82]: Hauler 800 Gas

Comment [d83]: Parts MANUAL # 624955
\$ 42.00

Comment [d84]: BELT # 618630 \$39.00
DRIVEN CLUTCH # 623948 \$ 156.00

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

PART/ITEM NUMBER--24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER--612412/612411

Front Axle \$ 81.00

Comment [d85]: BRAKE DRUM # 21807G2
\$42.00

PART/ITEM NUMBER--602513

Steering Gear \$ 120.00

PART/ITEM NUMBER--70964G02

Tires/WHEEL \$ 70.00

PART/ITEM NUMBER--28757G01 (FRONT)

TIRE/Wheels \$ 70.00

PART/ITEM NUMBER-- 28757G03 (REAR)

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4 \$ 1042.00

5. Equipment: Medium Duty Utility Vehicle
Replacement Parts:

Comment [d86]: HAULER 1200 GAS

Master Brake Cylinder \$ N/A

Comment [d87]: PARTS MANUAL # 624955
\$42.00

PART/ITEM NUMBER--NONE

Clutch Cable Assembly \$ _____

Comment [d88]: CLUTCH DRIVE # 618684
\$179.00
CLUTCH DRIVEN # 618685 \$ \$155.00
BELT # 618630 \$39.00

PART/ITEM NUMBER--SEE COMMENT D53

Starter/Generator \$ 245.00

PART/ITEM NUMBER--625715

Battery \$ 55.00

PART/ITEM NUMBER--24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER--612412/612411

Front Axle \$ 81.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795
PAGE 38 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)

ITEM#	DESCRIPTION	UNIT PRICE
	PART/ITEM NUMBER---802513	
	Steering Gear	\$ <u>120.00</u>
	PART/ITEM NUMBER---70964G02	
	Tires/WHEEL	\$ <u>70.00</u>
	PART/ITEM NUMBER---28757G01 (FRONT)	
	TIRE/Wheels	\$ <u>70.00</u>
	PART/ITEM NUMBER---28757G03 (REAR)	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5	\$ <u>1069.00</u>
	(A) EQUIPMENT TOTAL FOR ITEMS 1-5	\$ <u>27,691.36</u>
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5	\$ <u>5,752.00</u>
	GRAND TOTAL (A + B)	\$ <u>33,443.36</u>

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 130795
GOLF, UTILITY AND HOSPITALITY CARTS
AMENDMENT NO. ONE (1)

The referenced document has been modified as per the attached Amendment No. **ONE (1)**.

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **LLOYD B. WINDLE, II**.

LBW/swb

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

GOLF, UTILITY AND HOSPITALITY CARTS

A. The due date of Wednesday, May 22, 2013 at 4:00 PM Local AZ time has been **CHANGED** to **Thursday, May 23, 2013 at 4:00 PM Local AZ time.**

B. Clarifications

1. Page 2, Introduction/Background: Replace "GOLF, TURF AND HOSPITALITY CARTS" with "GOLF, UTILITY AND HOSPITALITY CARTS".
2. Page 18, Instructions to Offerors, Paragraph 9. Proposal/Submittal Format, Second Sentence: Replace this sentence with "Offerors shall also submit TWO copies of the proposal on cd, disc or flash drive in MS Office 2003 or .pdf format.
3. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.a.: Replace Attachment A with Attachment I.
4. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.b.: Replace Attachment A with Attachment I.
5. ATTACHMENTS, Attachment I, Exhibit A - National Response for National Contract, Section 1.3. Change first sentence to read. "The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually".
6. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit B - National IPA Administration Agreement with the attachment titled "REVISED Attachment I Exhibit B".
7. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit E - National IPA Contract Sales Reporting Template with the attachment titled "REVISED Attachment I Exhibit E Reporting".

8. Sales Data for the Existing Contract:

National Sales Volume: (Total Sales excluding freight)

Dec 2008 - Nov 2009: \$848,000

Dec 2009 - Nov 2010: \$2.9 million

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 2 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Dec 2010 - Nov 2011: \$2.9 million

Dec 2011 - Nov 2012: \$2.1 million

Dec 2012 - March 2013: \$270,000 (to date)

9. List of attendees at the pre-proposal conference.

Iron City Polaris
Drive Electric
Tucson Golf Cars
EZ Go Division of Textron
Club Car, LLC
Columbia Par Car
Modern Lift, Inc.
Yamaha Golf Cars
National IPA

10. What is the administrative fee for the current contract?

The current contract has a tiered administrative fee; however, National IPA no longer uses a tiered structure. The RFP states an administrative fee of 2.5% in Attachment I, Exhibit A. If suppliers have suggested modifications to any part of the National IPA Exhibits, including the administrative fee, they are to include them with their response.

11. Where can I get a copy of the current contract?

To receive a copy of the existing contract, email your request to Lloyd.windle@tucsonaz.gov. The City charges a nominal .25 per page plus shipping charges. An additional fee of \$5.00 is charged for the content to be provided on a CD.

12. What National IP exhibits require completing or commenting?

Offerors shall provide a written response to Exhibit A, pages 42-48, in their proposal.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 3 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Offerors are to review and submit any exceptions to Exhibit B, pages 49-53, in their proposal. This exhibit is an example of the Administrative Agreement the awarded supplier will sign with National IPA.

Attachments: REVISED Attachment I Exhibit B
REVISED Attachment I Exhibit E Reporting

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature

Date

 5/22/13
HAMISH LUSTY - SALES DIRECTOR

Company Name

F-2-60 Division of Tektron Inc.
1451 MARVIN GRIFFIN RD.

Address

Augusta GA 30906
City State Zip



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 **TEXTRON, INC. d/b/a E-Z-Go DIVISION OF TEXTRON** ("Contractor"), a Delaware corporation whose principal address is 40 Westminster Street, Providence, Rhode Island 02903 (collectively "the Parties").

WHEREAS, on the 4th day of November, 2013, the City of Tucson, Arizona ("Tucson"), entered into Contract No. 130795 (the "Tucson Agreement") for Golf, Utility and Hospitality Carts with Textron, Inc. d/b/a as E-Z-Go Division of Textron; and

WHEREAS, the Tucson Agreement has an effective date of January 1, 2014 and shall remain in effect for a period of one (1) year; and

WHEREAS, the City of Tucson has the right, at its sole option, to renew the Tucson Agreement for four (4) additional one-year periods or portions; and

WHEREAS, on the 30th day of October, 2014, Tucson and the Contractor amended Paragraph 20, Paragraph 21 and renewed the term of the Tucson Agreement to commence on January 1, 2015 and continue until December 31, 2015.

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Tucson Agreement for Golf, Utility and Hospitality Carts with the City of Port Orange; and

WHEREAS, a copy of the Tucson Agreement 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 December 21, 2015 (the "Initial Term").
2. **Renewals.** This Contract may be renewed upon written agreement of the Parties for four (4) additional one-year periods or portions.
3. **Contractor Obligation.** Contractor shall provide Golf, Utility and Hospitality Carts, more specifically described in the Tucson Agreement.
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 a written

Purchase Order issued and executed by the City. 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" attached hereto in an amount subject to a limit up to but not to exceed One Hundred Eighty-Six Thousand Nine Hundred Eighty-One and 79/100 Dollars (\$186,981.79) 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 Administration. The Parks and Recreation Director, Susan Lovallo, 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>	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	

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. Inspection

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

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

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

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the

Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

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

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

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

20. 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.

21. 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.

22. 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.**

23. Additional Provisions

(a) As may have been outlined in the Tucson 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 Tucson Agreement to "City of Tucson", or Tucson, Arizona" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Tucson Agreement and this Contract, this Contract with the City of Port Orange shall control.

24. 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.

25. 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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Contractor: Textron, Inc., d/b/a E-Z-Go Division of Textron
Attention: Rusty McGahee, Compliance and Contracts
1451 Marvin Griffin Road
Augusta, Georgia 30906
(706) 796-4536 – Telephone
(706) 772-8819 – Facsimile
rmcgahee@textron.com

40 Westminster Street
Providence, Rhode Island 02903

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.

26. 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.

27. 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:

TEXTRON, INC. d/b/a E-Z-Go DIVISION OF TEXTRON

Printed Name: _____

By: _____

Scott C. Donnelly, 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: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Scott C. Donnelly, as President of Textron, Inc., d/b/a Delaware corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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 4994]

EXHIBIT "1"

The Golf Club of Cypress Head is a Kemper managed facility. Since Kemper is an exclusive E-Z-GO National account, Cypress Head will receive 35% discounts on all E-Z-GO parts and accessories for the life of the fleet.



PREPARED FOR:

Golf Club of Cypress Head



EXHIBIT "1"



8-3-15

Susan Lovallo
Golf Club of Cypress Head
6231 Palm Vista Street
Port Orange, FLORIDA 32128

Dear Susan,

E-Z-GO® is honored to prepare this exclusive proposal for Golf Club of Cypress Head and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Spyglass Hill Golf Course, and Pinehurst Resort.

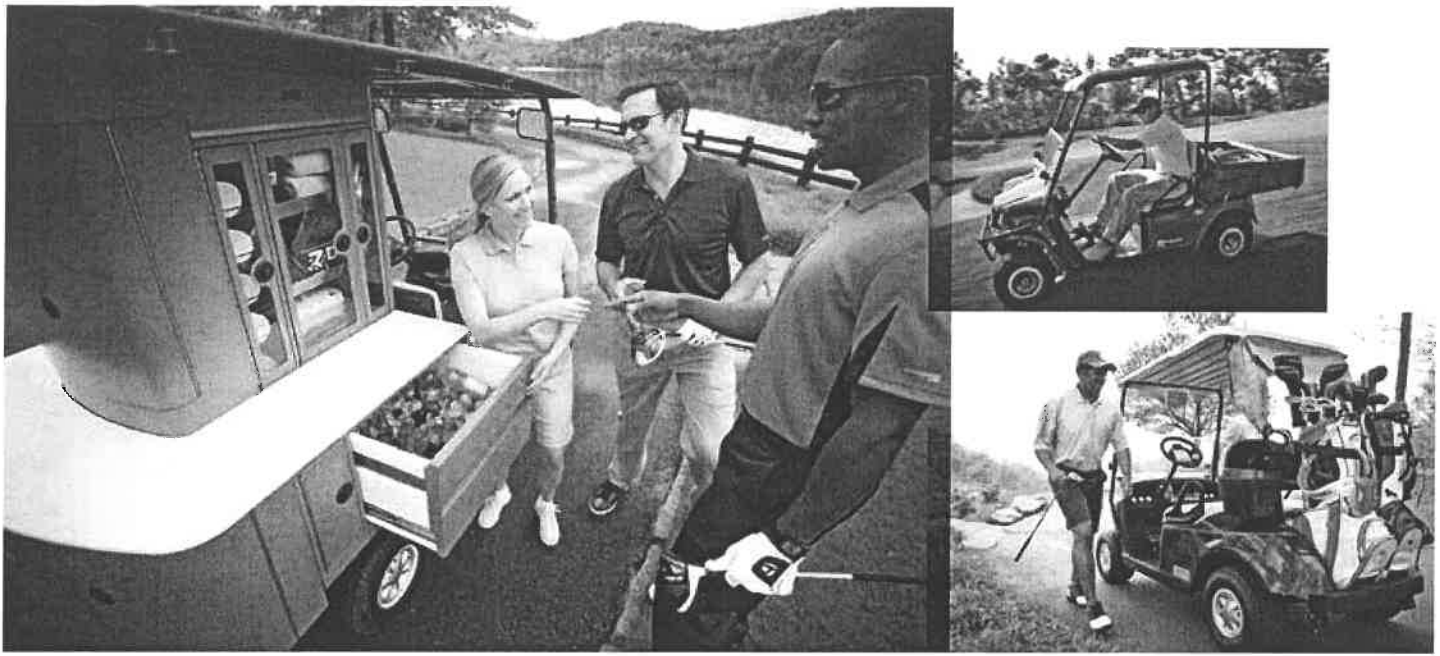
As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Golf Club of Cypress Head.

With sincere appreciation,

Eric Keister
Sr. Sales Rep
T: (904) 254-4178 · F: (706) 772-6227
ekeister@textron.com



EXHIBIT "1"



OUR HISTORY

During the hot summer of 1954, in a cramped one-room machine shop in Augusta, two brothers founded E-Z-GO from a simple belief that they could build a better golf car, to better meet the needs of the customer.

From those humble beginnings, E-Z-GO has grown into a global leader in the golf industry and light transportation, building many thousands of vehicles each year from its global headquarters in Augusta, which has been recognized as one of the top 10 manufacturing facilities in North America by Industry Week magazine. E-Z-GO manufactures multiple, extensive lines of vehicles, including golf cars, utility vehicles, personnel carriers, refreshment vehicles and is able to customize any vehicle to your unique requirements.

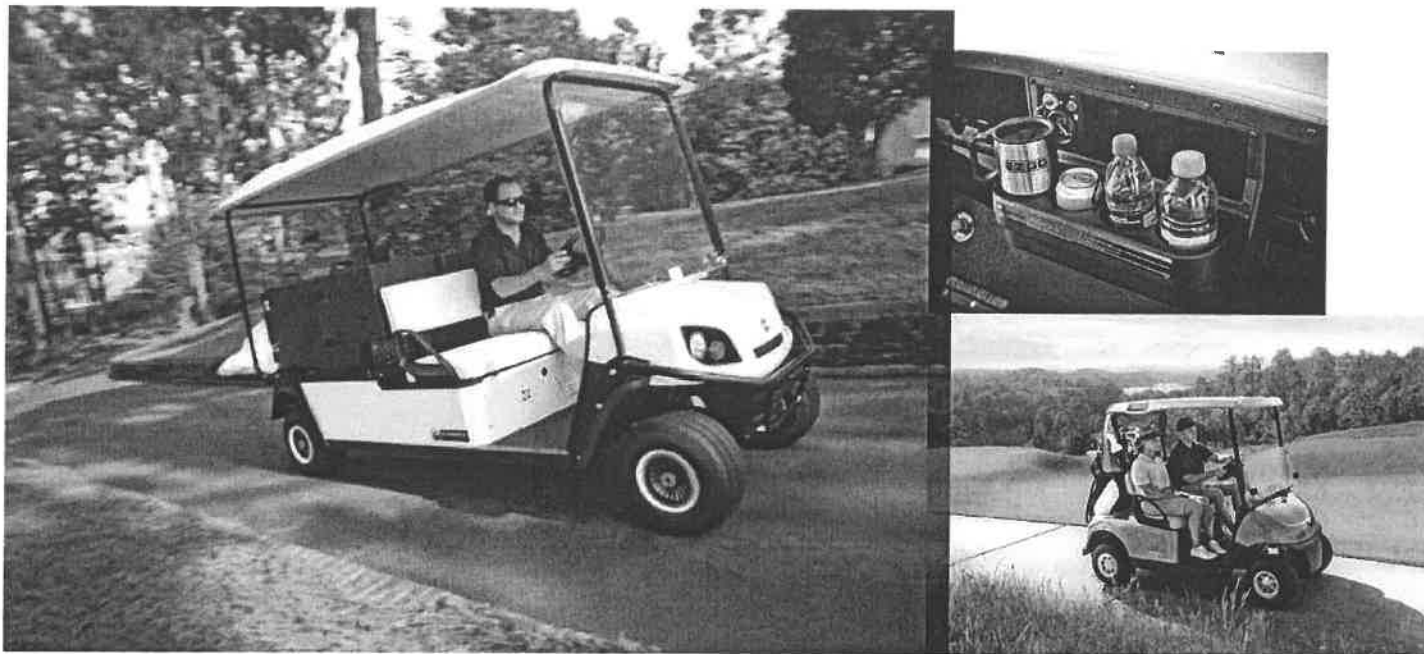
E-Z-GO is a renowned leader in electric-vehicle technology, from our revolutionary RXV, with its exclusive AC Drive technology and automatically applied parking brake, to our newly redesigned TXT golf car, with innovative TruCourse™ Technology and a host of features designed to enhance the on-course experience for the golfer. Our Cushman line of utility vehicles offers a range of models with varying payloads and powertrains to handle any job on your course –upholding the tradition of a brand that has been recognized for more than a century for its rugged, reliable and versatile work machines.

E-Z-GO became part of Textron Inc. (NYSE: TXT) in 1960. This global, multi-industry company leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems.

Today, E-Z-GO still has that single belief – that it exists to build vehicles and services that exceed the expectations of the customer. It is the drive to sustain and improve that position – to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service – that leads E-Z-GO to cover new ground.



EXHIBIT "1"



OUR CUSTOMERS - THE COMPANY WE KEEP

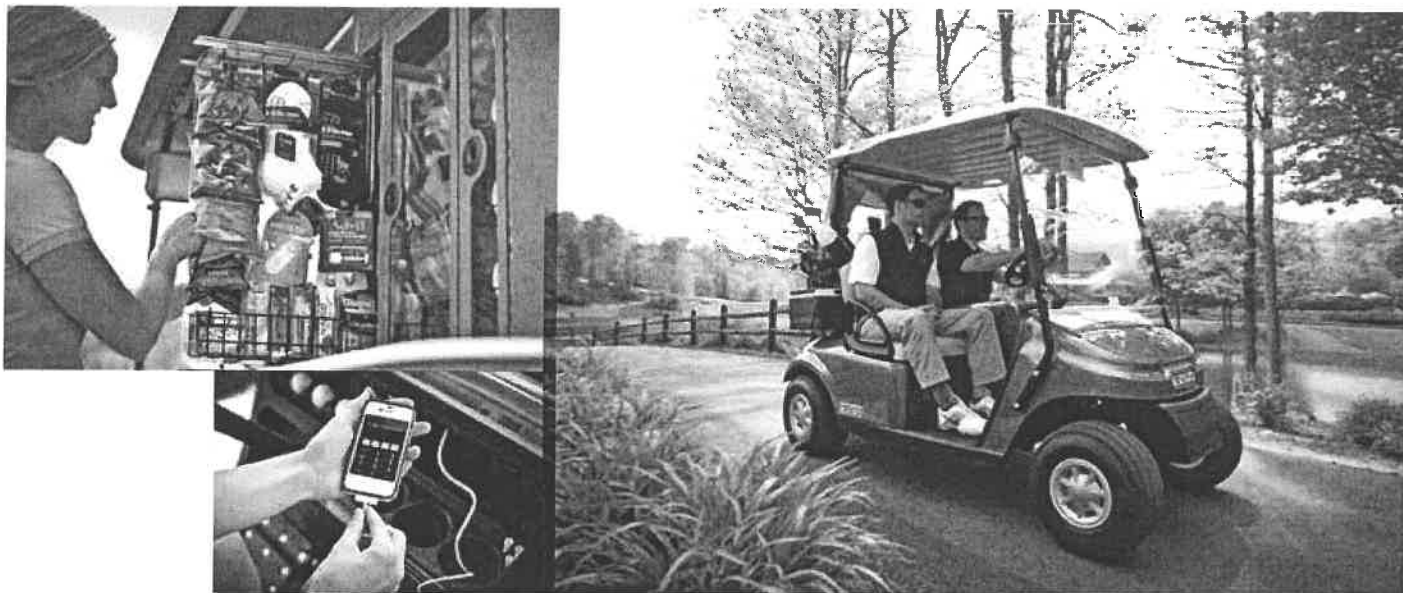
E-Z-GO understands the importance of making the right decision for your facility; its an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, if you decide to partner with E-Z-GO you will be keeping company with such prestigious courses as:



CLUBCORP®



EXHIBIT "1"



OUR PARTNERSHIPS

E-Z-GO believes that the growth and success of the golf industry is dependent upon the professional development of current and future generations of industry professionals, the promotion of the golf industry as a significant economic contributor, and maximizing the golfing experience for the continued health of the sport. E-Z-GO aligns itself with organizations who share this vision. Below are just a few of E-Z-GO's national partnerships:



EXHIBIT "1"

Pricing

8-3-15

Golf Club of Cypress Head

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
72	TXT 48V	2016	Net 30 Days	\$5,142.25	\$370,242.00
1	Hauler 800 Picker	2016	Cash Price	\$8,037.40	\$8,037.40
2	TXT Gas	2016	Cash Price	\$5,043.84	\$10,087.68
1	Cushman Oasis	2016	Cash Price	\$15,466.40	\$15,466.40

INCLUDED ACCESSORIES			
Color: = 7 Options	Silver or Gold Hub Caps	Single Point Watering System	Parts Package
(1) Sand Bucket	Message Holder	(1) Casual Tow Bar	Bag Cover
Sun Canopy Top	Windshield Fold-Down	Custom Logo	# Decal
(1) Sand Bottle			

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	75	TXT 48	2012	\$2,790.00

PURCHASE PROGRAM DETAILS

Trade value per car: **\$2,790.00**

Total trade value: **\$209,250.00**

Trade amount used to net down lease payment or purchase price: **\$209,250.00**

Trade value returned as cash: **See Below**

LEASE PROGRAM DETAILS

Payment schedule: **Net amount due in 30 Days**

Payment months: **1 payment withing 30 days of delivery**

Delivery: **October 2015**

First pay: **November 2015**

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. **Golf Club of Cypress Head** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Selling price based on National IPA (NIPA) contract (attached). As a Kemper facility, Cypress Head will receive a 35% discount on all parts and accessories for the future needs of this fleet.

Based on the terms of the NIPA contract, the City of Port Orange is eligible for a 4% rebate on their total spend. This means that there is a rebate of \$7,601 available to reduce the overall net purchase.

Overall net purchase of this package is \$186,981.79.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Golf Club of Cypress Head

E-Z-GO Division of Textron Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT "1"

Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2015 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: - Standard Battery - Standard Battery with optional water fill system	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years

** Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.*

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15 - A

EXHIBIT "1"

USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care / Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER E-Z-GO RIGHTS:

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15 - A

EXHIBIT "1"



TXT® Vehicles

TIME-TESTED PERFORMANCE. PROVEN INNOVATION

For almost 20 years the E-Z-GO® TXT golf car has been the industry standard. Now, the standard has been refined. The redesigned TXT has been reengineered to better meet the demands of your operation and deliver a superior experience for your customers.

Below are just a few of the TXT's features that will add value to your facility:

Proven Dependability

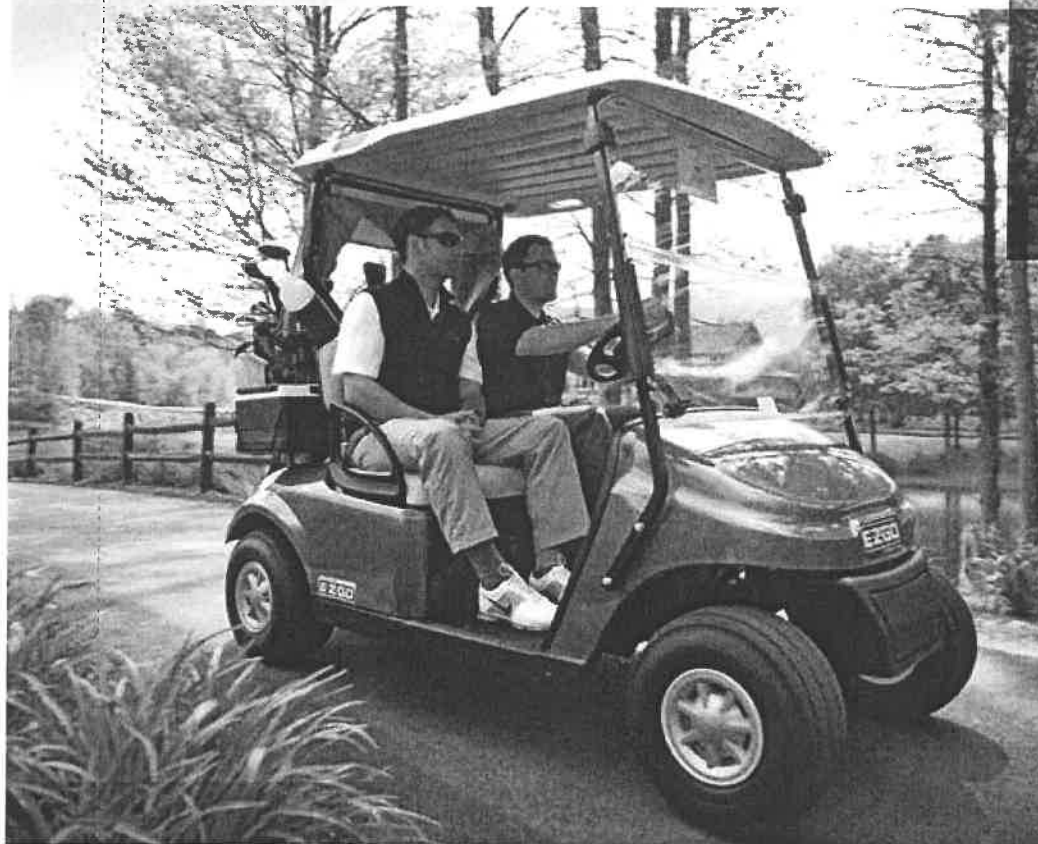
- Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- Customizable TruCourse™ Technology
- Industry leading battery warranty options
- Fade-resistant automotive quality paint
- Durable TPO-construction body

Features Customers Notice

- Oversized bagwell
- Larger seatbacks provide 23% more support
- Expanded in-dash storage offers 30% more space
- Wider, taller cupholders hold 44% more volume
- Repositioned ball holders for easy reach
- Convenient USB port (optional)

Smart Design

- Updated, modern styling
- Simplified F-N-R control for easier operation
- Stronger, redesigned hip restraints
- Sun canopy with unique drip edge and
- 25% stronger struts
- Battery fill system simplifies maintenance (optional)
- Steel reinforced front and rear bumpers
- The Freedom TXT offers all the features of the TXT along with headlights, taillights and an array of options.



E-Z-GO® TXT®

TIME-TESTED PERFORMANCE. PROVEN INNOVATION.

Give your golfers a superior experience with the upgraded TXT. Now packaged with even more smart features, only the TXT combines almost two decades of dependable performance with proven innovation securing its spot as the industry's most trusted golf car.



A Textron Company



EXHIBIT "1"

E-Z-GO TXT

Trusted performance is just the beginning. The TXT delivers loads of smart new features to increase convenience and comfort for your golfers, from larger seats and increased dash storage to a USB port for GPS, range finders and smart phones. The redesigned TXT offers more than a new look; it brings a new standard for your golfers.

PROVEN DEPENDABILITY

- ▶ Class leading innovation for almost two decades
- ▶ Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- ▶ Customizable TruCourse Technology
- ▶ Industry leading battery warranty options
- ▶ Fade-resistant automotive quality paint
- ▶ Durable TPO-construction body

FEATURES CUSTOMERS NOTICE

- ▶ Oversized bagwell
- ▶ Larger seatbacks provide 23% more support
- ▶ Expanded in-dash storage offers 30% more space
- ▶ Wider, taller cupholders hold 44% more volume
- ▶ Repositioned ball holders for easy reach
- ▶ Convenient USB port (optional)

SMART DESIGN

- ▶ Updated, modern styling
- ▶ Simplified F-N-R control for easier operation
- ▶ Stronger, redesigned hip restraints
- ▶ Sun canopy with unique drip edge and 25% stronger struts
- ▶ Battery fill system simplifies maintenance (optional)
- ▶ Steel reinforced front and rear bumpers



Oversized Bagwell



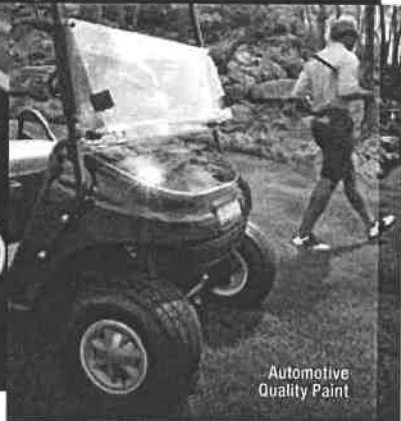
Optional Front Bumper



Dash Storage



Optional USB Outlet



Automotive Quality Paint

OUR COMMITMENT TO
green

- ▶ Gas-powered model features a 13.5-hp Kawasaki[®] engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



REAR



EXHIBIT "1"

	ELECTRIC	GAS
DIMENSIONS		
Overall Length	93.0 in (236 cm)	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	67.5 in (171 cm) (top of sun canopy)	67.5 in (171 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)	4.25 in (10.8 cm)
POWER		
Power Source	48 Volt DC	4-Cycle 24.5 cu in (401cc) Low-Emissions
Valve Train	N/A	Single Cylinder OHV
Motor Type	Shunt Wound	N/A
Horsepower (kW)	3.0 hp (2.2 kW) Continuous	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Electrical System	48 Volt	Starter/Generator — Solid State Regulator
Batteries (qty/type)	Six, 8 Volt Deep Cycle	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal	Pedal
Air Cleaner	N/A	Industrial-Rated Dry Filter
Lubrication	N/A	Pressurized Oil System
Oil Filter	N/A	Spin-On
Cooling System	N/A	Air Cooled
Fuel Capacity	N/A	5.3 Gallon (20 L)
Battery Charger	48 VDC PowerWise™ QE, 120 VAC, UL & CSA	N/A
Speed Controller	250 Amp Solid State Controller	N/A
Drivetrain	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears	Differential with Helical Gears
Gear Selection	Seat Mounted Forward-Neutral-Reverse	Forward-Reverse
Rear Axle Ratio	12.44:1	11.42:1 (Forward) 15.78:1 (Reverse)
Battery Warranty	25,000 amp/hr (When equipped with single-point watering system)	N/A
Key Switch	Unique Group, Unique Individual	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill	N/A
Altitude Settings	N/A	0-3,000 ft, 3,000-6,000 ft, 6,000-10,000 ft
PERFORMANCE		
Seating Capacity	2-Passenger	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)	760 lb (344 kg)
Curb Weight	935 lb (424 kg)	780 lb (354 kg)
Vehicle Load Capacity	800 lb (363 kg)	800 lb (363 kg)
Outside Clearance Circle	19 ft (5.8 m)	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)	13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
STEERING & SUSPENSION		
Steering	Self-Compensating Rack and Pinion	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement	Self-Compensating, Single Point Engagement
Tires	18 x 8.50-8 (4-ply rated)	18 x 8.50-8 (4-ply rated)
BODY & CHASSIS		
Frame	Welded Steel with Powder-Coat Protection	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO	Injection Molded TPO
Standard Body Color	Ivory or Forest Green	Ivory or Forest Green
Optional Body Colors	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Standard Seat Color	Oyster	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)	Tan, Gray (custom colors also available)
Pinstripe Colors	Black, Burgundy, Dark Green, Gold, Pewter, Red, White	Black, Burgundy, Dark Green, Gold, Pewter, Red, White



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Change Order No 1 to the Standard Contract for Services with Upham, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

Move to approve Change Order No 1 to the Standard Contract for Services with Upham, Inc. and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On March 18, 2015, the City entered into a Standard Contract for Services with Upham, Inc. for replacement/installation of eleven (11) staff gauges at reclaimed augmentation ponds.

Contract documents provided for a completion date of May 18, 2015 with a 60 day duration. The field work is complete but the 11 gauges were ordered and not yet received. In order to provide sufficient time staff recommends a revised final completion date of September 30, 2015 for a total of 135 days.

The change in date will not require any additional funding.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No 1 documents signed	Change Order No 1- Contract extension signed by vendor.pdf
2.	Letter from Upham, Inc	Port Orange Staff Gauges Amendment #1 8.3.15.pdf

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

Created/Initiated - 07/31/2015
Approved - 07/31/2015
Approved - 07/31/2015
Approved - 08/11/2015
Final Approval - 08/11/2015

CHANGE ORDER NO. 1
To the Standard Contract for Services dated March 18, 2015
Upham, Inc., Contractor

Project: Replace or install approximately eleven (11) staff gauges

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$10,875	Original Contract Times Substantial Completion: ____ days Final Completion 60 days
Net changes from previous Change Order: No. \$ 0	Changes in contract time from previous Change Orders: No. __: ____ days 0 days
Contract Price prior to this Change Order: \$10,875	Contract Completion Date prior to this Change Order: Final Completion: May 18, 2015
Net Increase (decrease) of this Change Order No. : \$0	Changes in contract time requested this Change Order No. 1 : (Requires Council Approval) 135 days
Contract Price with all approved Change Orders: \$10,875	Contract Times with all approved Change Orders: Final Completion: September 30, 2015

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the Final Completion date under the Standard contract for Services entered into by and between the parties on March 18, 2015.
- II. REQUIRED CHANGES: To extend the Final Complete date 135 days. This will move the Final Complete date from May 18, 2015 to September 30, 2015. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 is needed to change the Final Completion date from May 18, 2015 to September 30, 2015. The field work is complete but the 11 gauges were ordered and have not been delivered. This is no additional cost increase with this request.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed **Ten Thousand Eight Hundred and Seventy-five Dollars and no cents (\$10,875.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

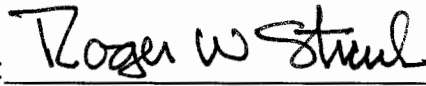
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:
TOM TROUTMAN
Department Project Manager

By: 
Printed Name: Tom Troutman
Title: Chief Operator

Date Signed: 08-05-15

ACCEPTED BY:
UPHAM, INC.
Contractor

By: 
Printed Name: Roger W. Strcula
Title: President

Date Signed: 8/3/2015

RECOMMENDED BY:
n/a
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:
n/a
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Printed Name: Andrew Neff
Title: Public Utilities Director
Date Signed: 8/5/2015

City Manager

By: David T. Harden
Printed Name: David Harden
Title: Interim City Manager
Date Signed: 8/5/15

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



August 3, 2015

Ms. Julia Wiggins
Budget Analyst – Public Utilities
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Amendment #1 Staff Gauges in Stormwater Ponds
Purchase Order No. 070139

Dear Ms. Wiggins:

As discussed with Mr. Tom Troutman, it is requiring considerable more time than originally anticipated for the survey work. The work included the field time to determine the control elevation from referenced vertical control monuments to each pond. Several vertical control locations for the west ponds were several miles away. With the updated survey information, all of the staff gauges at the ponds will be on the same vertical datum. It has also taken considerable time to receive the staff gauges. Each gauge has to be separately manufactured due to the graduations in the elevation.

It is requested to extend the completion date to September 30, 2015 in order to receive the material for the staff gauges and individually set each gauge.

If acceptable, please issue a Change order to this contract. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Roger W Strcula".

Roger W. Strcula, PE, CPESC
President



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Task Authorization No 3 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

Move to approve Task Authorization No 3 to the Master Contract for Engineering Services for Kimley-Horn and Associates in an amount not to exceed \$47,578 and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On August 27, 2014 the City Council authorized the Public Utilities Department to enter into a standard contract for services related to RFSQ 14-23, Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Services with four different engineering firms. Accordingly, the City has entered into a Master Contract for Engineering Services under RSFQ# 14-23 with Kimley-Horn and Associates.

The Task Authorization No. 3 scope of services with Kimley-Horn is for the evaluation of the City's biosolids management options including costs and assistance in developing a RFP to secure a long term agreement for biosolids hauling and disposal. Task Authorization No. 3 is for an amount not to exceed \$47,578.

Project No.: SSP009 Funding Account No.: 40304005356397

ATTACHMENTS:

1.	Task Authorization No. 3	Kimley-Horn and Associates Inc Task Authorization No 3.pdf
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Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 07/31/2015
Approved - 07/31/2015
Approved - 08/04/2015
Approved - 08/06/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

TASK AUTHORIZATION NO. 3

**Master contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Wastewater Treatment Facility Biosolids Processing Evaluation as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 3 Exhibit "A."
3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Forty-seven Thousand Five Hundred Seventy-eight Dollars no cents (\$47,578.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. 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 Engineer and the City until the City signs this Task Authorization.

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

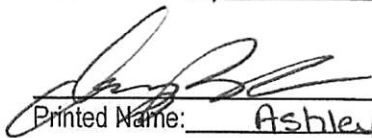


Printed Name: NICHOLAS MORA

By:



Lewis Bryant, Project Manager, Associate



Printed Name: Ashley Par-Due

Date:

7/30/15

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 ____]

Task Authorization No. 3

Exhibit "A"

Kimley-Horn and Associates, Inc.

WWTF Biosolids Processing Evaluation



PORT ORANGE WWTF Biosolids Processing Evaluation

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant Master Agreement (RFSQ #14-23), which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following a discussion with the City of Port Orange staff regarding biosolids processing options. The City requested Kimley-Horn to prepare a literature review and summary report of existing biosolids processing options including stabilization, dewatering, and hauling/disposal options. Additionally, the City requested Kimley-Horn's assistance with preparing a request for proposals (RFP) seeking vendor proposals for biosolids processing systems. The biosolids evaluation will include but not be limited to the following elements:

- Literature review of current biosolids stabilization and dewatering options available to the City of Port Orange.
- Preparation of a summary report describing biosolids stabilization and dewatering options including budgetary pricing, performance comparisons, and advantage/disadvantage identification.
- Identification of available biosolids hauling/disposal companies able to serve the City of Port Orange (including conditions of service and budgetary hauling/disposal costs).
- Preparation of a biosolids processing RFP based on staff input and examples used by similar communities.

Specific Scope of Basic Services:

Task 1 – Biosolids Processing Review

- A. Kimley-Horn will conduct a literature review of current biosolids stabilization and dewatering system options available to the City of Port Orange. The literature review will be limited to "main stream" processes currently used by the industry and widely accepted as a proven technology. The review will include a summary of stabilization classifications and available technology to reach each classification. Additionally, the review will include a summary of available dewatering systems and performance ranges of each system.
- B. Kimley-Horn will identify available biosolids hauling/disposal companies able to serve the City of Port Orange. Kimley-Horn will identify stabilization requirements, disposal site limitations, and request budgetary hauling/disposal costs from available companies.
- C. Kimley-Horn will prepare report describing biosolids stabilization and dewatering options including budgetary pricing, performance comparisons, and advantage/disadvantage identification. Kimley-Horn will meet with City staff to present the draft analysis and discuss staff comments.

Task 2 – RFP Preparation/Evaluation

- A. Kimley-Horn will prepare a biosolids processing RFP based on staff input and example RFP's used by similar communities.
- B. Kimley-Horn will conduct a pre-RFP conference at the City of Port Orange. Kimley-Horn will provide prospective respondents with an overview of the RFP and explain the City's intent/goals of the project.

- C. Kimley-Horn will respond to requests for additional information (RFIs) and assist the City with RFP addendums as necessary during the proposal process.
- D. Kimley-Horn will conduct a meeting with City staff to discuss the responses and identify additional questions and/or clarifications that may be needed from the respondents.
- E. Kimley-Horn will prepare a written review of the RFP responses. The review will consist of the following elements for each submittal. Kimley-Horn will review the draft review with City staff prior to finalizing.
 - Process summary
 - Capital cost
 - Estimated annual O&M cost
 - Advantages/disadvantages
 - Ability to meet the City's objectives
 - Additional questions/concerns
- F. Kimley-Horn will tabulate the RFP results and provide the City with a written recommendation.

Task 3 – Council Presentation

- A. Kimley-Horn will prepare a draft power point presentation of the biosolids processing review and RFP results. The presentation will consist of the following elements:
 - 1. An overview of the City's biosolids processing system.
 - 2. An overview of biosolids treatment regulatory requirements.
 - 3. A summary of the stabilization, dewatering, and hauling/disposal options as described in the literature review.
 - 4. A summary of the RFP results.
- B. Kimley-Horn will provide City Staff with a copy of the draft presentation for review and comment. Kimley-Horn will make modifications to the presentation based on staff input.
- C. Kimley-Horn make the final presentation to City Council at a meeting or work shop as scheduled by the City.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide a draft biosolids review report within 45 calendar days of written authorization. The final report will be provided within 21 days of receipt of draft submittal comments. RFP assistance and City Council presentation will be performed to meet a mutually agreed upon schedule.

Method of Compensation:

The Engineer will complete the above scope of services on a lump sum basis for a fee of \$47,578.00 (including expenses). A breakdown of fee by task is as follows:

Task	Labor Fee
Task 1 – Biosolids Processing Review	Lump Sum: \$26,967
Task 2 – RFP Preparation/Evaluation	Lump Sum: \$17,645
Task 3 – Council Presentation	Lump Sum: \$2,966

Other Special Terms:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC

By: _____
(Signature)

By: 
(Signature)

(Print Name and Title)

M. Lewis Bryant, PE – Associate
(Print Name and Title)

Date: _____

Date: July 28, 2015

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: Biosolids Process Review
 CLIENT: City of Port Orange
 KHA PM: Lewis Bryant
 City of Port Orange Approved Rates

SHEET 1 OF 1
 FILE NO.
 DATE: 07/28/15

NO.	DESCRIPTION	DIRECT LABOR (MAN-HOURS)					MAN HOURS	SUB (\$)	LABOR TOTAL
		Principal	Senior Professional	Professional	Technical	Clerical			
		\$245.00	\$197.00	\$135.00	\$113.00	\$65.00			
1.0	Biosolids Processing Review								
	Biosolids Processing Literature Review		18.0	36.0	36.0	9.0			\$13,059.00
	Hauling/Disposal Evaluation		6.0	9.0	9.0	7.0			\$3,869.00
	Report Preparations		14.0	27.0	27.0	9.0			\$10,039.00
2.0	RFP Preparation/Evaluation								
	Prepare RFP		4.0	12.0	6.0	9.0			\$3,671.00
	Pre-RFP Meeting/RAI Responses		6.0	12.0		9.0			\$3,387.00
	RFP Response Evaluation/Tabulations		24.0	24.0	18.0	9.0			\$10,587.00
3.0	Council Presentation								
	Draft Presentation		2.0		6.0	2.0			\$1,202.00
	Finalize Presentation/Council Meeting		6.0		4.0	2.0			\$1,764.00
	TOTALS	0.0	80.0	120.0	106.0	56.0	362.0	\$0.00	TOTAL \$47,578.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Purchase of Auto Parts and Supplies for Fleet Maintenance for FY 2016

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve Amendment and Extension of Contract and encumbrance of \$40,000 for auto parts and \$7,500 for shop supplies and tools for FY 2016 with Triple Crown Auto Parts subject to the approval of the FY2016 Fleet Vehicle Maintenance budget.

SUMMARY: The current Piggyback Agreement of the National Joint Powers Alliance (NJPA) between the City of Port Orange and Triple Crown Auto Parts, dba Napa Auto Parts, is up for renewal contingent upon the contract being renewed by NJPA. The NJPA has executed both one year renewals, thereby extending the contract to April 12, 2017. The current purchase order to Triple Crown Auto Parts expires on September 30, 2015.

Therefore, it is requested that \$40,000 for auto parts and \$7,500 for shop supplies and tools from Triple Crown Auto Parts be encumbered for FY2016 subject to the approval of the FY2016 Fleet Vehicle Maintenance budget.

Project No.: Funding Account No.: 503-4500-519-52-20 (FY16)
503-4500-519-52-00 (FY 16)

ATTACHMENTS:

1.	Piggyback Contract with Triple Crown Extension	NJPA Contract Extensions with Napa Auto Parts.pdf
2.	Amend No. 1 and Extension	Triple Crown Auto Parts Inc Amendment No 1 and Extension Agreement.pdf

Fontane, Jeff
Adumuah, Branford
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 07/31/2015
Approved - 08/06/2015
Approved - 08/07/2015
Approved - 08/10/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

NAPA-Genuine Parts Company (Vendor)
2999 Circle 75 Parkway
Atlanta, GA 30334

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

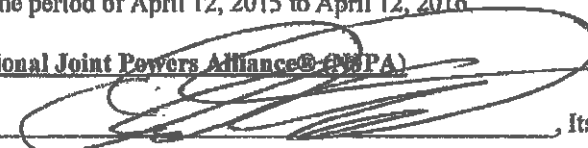
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031212-GPC" for the procurement of Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies and Services, and having a maturity date of April 12, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of April 12, 2015 to April 12, 2016.

National Joint Powers Alliance® (NJPA)

By:  , Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 5/6/14

NAPA-Genuine Parts Company

By:  , Its: VP. Major Accounts

Name printed or typed: Dennis P. Tolivar

Date: 5/29/2014

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

5th YEAR RENEWAL OF AGREEMENT

Made by and Between

NAPA-Genuine Parts Company (Vendor)

2999 Circle 75 Parkway

Atlanta, GA 30334

and

National Joint Powers Alliance® (NJPA)

202 12th Street NE

Staples, MN 56479

Phone: (218) 894-1930

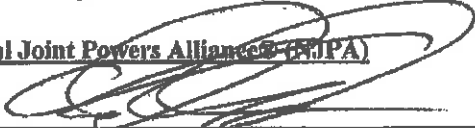
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031212-GPC" for the procurement of Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies and Services, and having a maturity date of April 12, 2016, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of April 12, 2016 to April 12, 2017.

National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 5/16/14

NAPA-Genuine Parts Company

By:  Its: VP, Major Accounts

Name printed or typed: Dennis P. Tolivar

Date: 5/29/2014



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 34 day of April, 2014, by and between the City of Port Orange, a Florida municipal corporation holding tax exempt status, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and TRIPLE CROWN AUTO PARTS, INC. ("Contractor"), a Florida corporation whose principal address is 945 W. International Speedway Blvd., Daytona Beach, Florida 32114 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, Genuine Auto Parts entered into Contract No. 0312120-GPC with National Joint Powers Alliance® (NJPA), pursuant to Request for Proposal No. 031212 (the "NJPA Agreement") to provide auto and truck parts and related auto and truck equipment, accessories, supplies and service to NJPA and its Members; and

WHEREAS, the City is a member of NJPA; and

WHEREAS, Contractor is a franchisee of Genuine Auto Parts; and

WHEREAS, a copy of the NJPA Agreement is available in the Office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32129; and

WHEREAS, the NJPA Agreement provides for an initial four (4) year term commencing on April 12, 2012 and continuing until April 12, 2016, subject to annual renewals; and

WHEREAS, the full term of the NJPA Agreement is expected, however will only occur through successful annual one-year renewals; and

WHEREAS, one additional one-year renewal-extension may be offered by NJPA to Genuine Auto Parts beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members; and

WHEREAS, Genuine Auto Parts and NJPA have exercised annual renewals of the NJPA Agreement, with a current term commencing on April 12, 2014 and continuing until April 12, 2015; and

WHEREAS, Contractor, as franchisee of Genuine Auto Parts, agrees to provide auto and truck parts with related auto and truck equipment, accessories, supplies and service to the City under the terms of the NJPA Agreement except as expressly modified herein; 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. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on May 1, 2014 and continuing until April 12, 2015.

2. **Renewals:** This Contract may be renewed for two additional one-year terms as follows:

Renewal No. 1: April 12, 2015 through April 12, 2016

Renewal No. 2: April 12, 2016 through April 12, 2017

Renewals of this Contract shall be contingent on renewal of the NJPA Agreement and written agreement of the Parties.

3. **Contractor Obligation.** Contractor agrees to sell auto and truck parts with related auto and truck equipment, accessories, supplies and service to the City at the unit prices set forth in the NJPA Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

4. **Authorization for Services.** This Contract standing alone does not authorize the sale or purchase of any goods or services or require the City to place any orders for goods or services. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of written purchase orders issued by the City. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders to be placed or amount of goods to be purchased under this Contract, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. **City Obligations.** The City agrees to compensate Contractor at the unit prices set forth in the NJPA Agreement, subject to appropriation by the City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statute Sections 218.70 through 218.79, Florida Statutes, as amended.

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. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein.

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

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.

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

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. Inspection

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

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

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

20. Contract Administration. The Public Works Director will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 NJPA 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 NJPA Agreement to "NJPA," "National Joint Powers Alliance, or "Members" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the NJPA Agreement 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: Gregory A. Kisela, City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

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

Contractor: Triple Crown Auto Parts, Inc.
Attention: Joseph E. Rutter, President
945 W. International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 258-6188 – telephone
(386) 258-0331 – facsimile
joe.tcap@gmail.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:

TRIPLE CROWN AUTO PARTS, INC.

John Macklefresh
Printed Name: John Macklefresh

By: Joseph E. Rutter
Joseph E. Rutter, President

Printed Name: _____

Date: 4/24/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of April, 2014, by Joseph E. Rutter, as President of Triple Crown Auto Parts, Inc., a Florida corporation, and who:

(Notary: Please select one)

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



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

Witnesses:

CITY OF PORT ORANGE, FLORIDA

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 _____, 20____, 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:

AMENDMENT NO. 1 AND EXTENSION AGREEMENT

THIS AMENDMENT NO. 1 AND EXTENSION OF AGREEMENT ("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 **TRIPLE CROWN AUTO PARTS, INC.**, a Florida corporation whose principal address is 945 W. International Speedway Boulevard, Daytona Beach, Florida 32114 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 24th day of April, 2014, the Parties entered into a Piggyback Agreement (the "Contract") for the purchase of auto and truck parts and related auto and truck equipment, accessories, supplies and service to the City of Port Orange commencing on May 1, 2014 and continuing until April 12, 2015; and

WHEREAS, the National Joint Powers Alliance ("NJPA") has extended and renewed the contract for the period of April 11, 2015 to March 31, 2016 and April 1, 2016 to March 31, 2017 ("NJPA Agreement"); and

WHEREAS, the Parties desire to renew the Contract for a period commencing on April 12, 2015 and continuing until April 11, 2016; 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.

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 12, 2015 and continuing until April 11, 2016.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor in amount up to but not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) for auto parts and Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) for shop supplies and tools for the 2016 fiscal year, subject to approval by the 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. **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.

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:

TRIPLE CROWN AUTO PARTS, INC.

By: _____
Joseph E. Rutter, President

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Joseph E. Rutter, as President of Triple Crown Auto Parts, 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:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Interlocal Agreement with Volusia County for Traffic Signal Maintenance and Other Services

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve the interlocal agreement with Volusia County for traffic signal maintenance and other services to the City of Port Orange, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Every three years, the City of Port Orange enters into an agreement with the County of Volusia for the maintenance of traffic signals and related devices in the City in return for compensation. The current agreement expires on September 30, 2015, and the new agreement will begin on October 1, 2015, through September 30, 2018.

The FY2016 budget request for the agreement is \$25,000. Actual FY2016 expenditure will depend on actual work done based on the extent and number of traffic signal malfunction, unexpected breakdown, and emergency repairs performed. The actual costs for the past three fiscal years have varied as follows: \$40,515.46 in FY2014, \$18,688.12 in FY2013, and \$36,745.48 in FY2012. Furthermore, Volusia County's cost have been found to be significantly lower when compared to private vendors. The County's cost does not include mobilization, emergency response, and overhead.

Project No.: Funding Account No.: 001-4300-541-46-11

ATTACHMENTS:

1.	Volusia County Interlocal Agreement for Provision of Municipal Services	Volusia County Interlocal Agmt 2015-2018 aug 11 update.docx
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Cockcroft, Kynah
Adumuah, Branford
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 08/06/2015
Approved - 08/06/2015
Approved - 08/06/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF PORT ORANGE, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Port Orange, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1000 City Center Circle, Port Orange, Florida 32129 hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties* of ... county or city officers. The parties *expressly deny* any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. 163.01(2), Florida Statutes.
4. Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefore.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set

forth below the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the County that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the County where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The City shall make no claim against the County predicated upon the theory that the failure to provide services at a given time caused damages to the City or a third party complainant and the City shall indemnify and hold the COUNTY, its officers (elected and appointed), employees, and agents harmless from any such claims as might be asserted or otherwise alleged by third parties; however, in no event shall the CITY be required to indemnify or insure the COUNTY for the COUNTY's negligence or to assume any liability for the COUNTY's negligence in contravention of the requirements of Section 768.28, Florida Statutes.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party 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 any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY

employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1, 2015** and shall terminate at midnight on **September 30th, 2018** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. COUNTY: County Manager, James T. Dinneen, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. CITY: City Manager, Michael H. Johansson, 1000 City Center Circle, Port Orange, Florida 32129.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Port Orange FY 2015-16, 2016-17, and 2017-18* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefore to the County Manager or designee and, such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the County shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the County to provide a change to services which increase the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the County or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the County to agree to make a change to the kind of service and/or increase to the level of service to be provided by the County. Upon a change in kind of service and/or increase in the level of service to be provided by the County compensation to the County shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

This space intentionally left blank

IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of Port Orange have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: James T. Dinneen
Title: County Manager
Dated: _____

By: _____
Name: Jason P. Davis
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin Fenwick, CMC
Title: Deputy City Clerk
Dated: _____

By: _____
Name: Allen Green
Title: Mayor
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Port Orange**

Fiscal Years 2015-16, 2016-17, and 2017-18

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE**

FY 2015-16, 2016-17, AND 2017-18

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Port Orange (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge (including Signs and Markings and Weed Control) and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The City shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the CITY.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY’S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, Emergency Traffic Signal, Pedestrian Signal and Flasher as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. School Flasher Inspection and Timing

- i. The COUNTY shall perform a minimum of one (1) school flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance –

Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly, or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY will not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary telephone drops in any master cabinet and shall pay the monthly charges for such telephone drops.

8. Red Light Running Cameras

Red Light Running cameras are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running cameras. If the CITY desires to install Red Light Running cameras on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the CITY shall notify the COUNTY, and the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall hold harmless the COUNTY for any retainage by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

a. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

b. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

c. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

WITHIN COASTAL ZONE
FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO
☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
153	SR 5A/NOVA RD @ MADELINE AV		✓							F	✓	
155	SR 5A/NOVA RD @ HERBERT ST		✓							F	✓	
172	US 1/RIDGEWOOD AV @ HERBERT ST		✓							F	✓	
193	SR 5A/NOVA RD @ VILLAGE TRL		✓							F	✓	✓
212	SR 421/DUNLAWTON AV @ SPRUCE CREEK RD		✓							F	✓	✓
245	SR 421/DUNLAWTON AV @ VILLAGE TRL		✓							F	✓	✓
251	SR 421/DUNLAWTON AV @ CITY CENTER PKWY		✓							F	✓	✓
361	SR 421/DUNLAWTON AV @ YORKTOWN BL		✓							F	✓	✓
374	SPRUCE CREEK RD @ EASTPORT PKWY	✓									✓	✓
389	US 1/RIDGEWOOD AV @ MEEKER PL/FIRE STATION					✓					✓	
399	CR 4009/WILLIAMSON BL @ MADELINE AVENUE	✓								F	✓	✓
403	CR 4009/WILLIAMSON BL @ WILLOW RUN BL	✓								F	✓	✓
409	CR 421/TAYLOR RD @ SUMMERTREES RD		✓							F	✓	✓
417	SR421/TAYLOR RD. @ I-95 NB RAMP		✓							F	✓	✓
428	CR 4009/S. WILLIAMSON BLVD @ SUMMER TREES RD /PAVILLION		✓							F	✓	✓
429	FIRE STATION TOWN WEST BL OFF WILLIAMSON BL					✓						
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓						
431	TAYLOR RD @ DEVON ST	✓								F	✓	✓
432	CR 4009/S. WILLIAMSON BLVD @ TOWN WEST BLVD		✓								✓	✓
435	CR 4009/S. WILLIAMSON BLVD @ MCGINNIS AV		✓							F		
436	TAYLOR RD @ BOGGS FORD RD	✓								F		
449	TAYLOR RD @ CRANE LAKES BLVD		✓									

TS - Traffic Signal
IMTS – Traffic Signal Interconnected & Monitored
ICB – Intersection Control Beacon
FDS - Emergency Fire Dept Signal
PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon
SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
TWB - Traffic Warning Beacon
UPS - Uninterruptible Power Supply/Battery Backup
OPT - Opticom (F) – Fire (B) – Bus Priority



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Authorization of Annual Fuel Purchases for City Vehicles and Equipment for FY2016

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve encumbrance of \$637,500 for the purchase of fuel for City vehicles and equipment for FY 2016 using current contracts with Glover Oil and Gentry Oil subject to the approval of the FY2016 Fleet Vehicle Maintenance budget.

SUMMARY: In 2014, the City of Port Orange participated in a co-op bid, led by Volusia County, for bulk fuel purchases. Contracts were awarded to multiple vendors. Prices are based on the markup over the Oil Price Information Service (OPIS) wholesale price at the terminal. The contracts are good through May 20, 2017.

The current purchase orders with Glover Oil and Gentry Oil expire on September 30, 2015. Therefore, it is requested that \$637,500 be encumbered for FY2016 subject to the approval of the FY2016 Fleet Vehicle Maintenance budget.

Project Funding Account No.: 001-1000-519-5202 \$595,000.00 401-0600-536-5210
No.: \$40,000.00 001-4400-572-5210 \$2,500.00

ATTACHMENTS:

1.	Bid Tabs from Glover Oil and Gentry Oil from VC Bid 14-B-72VO	Glover and Gentry Bid Tabs.pdf
2.	Glover Oil Contract	SIGNED Glover Contract thru May 19, 2017.pdf
3.	Gentry Oil Contract	SIGNED Gentry Contract thru May 19, 2017.pdf
4.	Volusia County Co-op Bid 14-B-72VO	14-B-72VO.pdf

Fontane, Jeff
Adumuah, Branford
Roberts, Margaret
Harden, David

Created/Initiated - 07/31/2015
Approved - 08/06/2015
Approved - 08/12/2015
Final Approval - 08/12/2015



14-B-72VO
Bulk Fuel and Services
Attachment A

Gentry Oil

Fuel Type	Markup over OPIS daily low	Markup over OPIS daily average
Ultra Low Sulfur Diesel +/- 7500 gallons		
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.1700	\$0.1700
E-10 Fuel +/- to 8000 gallons		
E-10 Fuel less than 8000 gallons	\$0.1700	\$0.1700
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons		
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.1700	\$0.1700
B-5 BioDiesel +/- 7500 gallons		
B-5 BioDiesel less than 7500 gallons	\$0.1700	\$0.1700
B-10 BioDiesel +/- 7500 gallons		
B-10 BioDiesel less than 7500 gallons		
B-20 BioDiesel +/- 7500 gallons		
B-20 BioDiesel less than 7500 gallons		
Total	\$0.6900	\$0.6900

- 1** Any additional fee for split loads: YES
- If YES, please state fee: \$40.00
- 2** List any additional fee for "above" vs. "below" ground tanks:
 Above - \$40.00
- 3** Drop Change for tank wagon delivery, if any: NO
- If YES, please state fee: _____
- 4** Which terminal will be utilized to supply fuel?
Port Canaveral, Florida

14-B-72VO

**Bulk Fuel and Services
Attachment A**

Volusia County
FLORIDA

Glover Oil

Fuel Type	Markup over OPIS daily low	Markup over OPIS daily average
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.2000	\$0.0399
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2750	\$0.1200
E-10 Fuel +/- to 8000 gallons	\$0.1949	\$0.0399
E-10 Fuel less than 8000 gallons	\$0.2850	\$0.1200
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.2000	\$0.0399
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.2750	\$0.1200
B-5 BioDiesel +/- 7500 gallons	\$0.1850	\$0.0325
B-5 BioDiesel less than 7500 gallons	\$0.2700	\$0.1100
B-10 BioDiesel +/- 7500 gallons	\$0.1800	\$0.0200
B-10 BioDiesel less than 7500 gallons	\$0.2850	\$0.1000
B-20 BioDiesel +/- 7500 gallons	\$0.1800	\$0.0100
B-20 BioDiesel less than 7500 gallons	\$0.2550	\$0.0900
Total	\$2.7849	\$0.8322

- 1 Any additional fee for split loads: YES / NO
If YES, please state fee: \$40.00
- 2 List any additional fee for "above" vs. "below" ground tanks:
N/A
- 3 Drop Charge for tank wagon delivery, if any: No
If YES, please state fee:
- 4 Which terminal will be utilized to supply fuel?
Various: Port Canaveral, Taft Orlando, Tampa, Port Ev. Glover Plant



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Contract is entered into this 20 day of May, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation holding tax exempt status, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: **GLOVER OIL CO., INC.**, a Florida corporation whose principal address is 3109 S. Main Street, Melbourne, Florida 32091.

2. Provision of Services

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

- (i) Bulk Fuel at the rates attached hereto as Exhibit "1," pursuant to Volusia County, Florida Cooperative Bid No. 14-B-72VO and Contractor's response thereto, copies of which may be obtained in the Office of the City Clerk, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129.

All fuel shall comply with governmental regulations and conform to all specifications in regards to environmental and quality standards set forth by the State of Florida. In addition, the EPA has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuels, and the City will hold the Contractor responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance with the EPA.

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

Term: Notwithstanding the date of execution, the initial term of this Contract shall be for a period of three (3) years, commencing on May 20, 2014 and continuing until May 19, 2017. Thereafter, this Contract may be renewed for two (2) subsequent one (1) year renewals, the first commencing on May 20, 2017 and continuing until May 19, 2018, and the second commencing on May 20, 2018 and continuing until May 19, 2019. All renewals shall be contingent upon the mutual written consent of the Parties and approval by City Council.

Manner and Place: As outlined in Bid No. 14-B-72VO, and in a manner as required by all current federal, state, and local laws, ordinances and regulations. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order. Contractor shall bear the

risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered and accepted at the destination specified by the City for delivery.

Time and Essence: Time is of the essence in the performance of this Contract. Delivery shall be no later than one (1) calendar day after receipt by Contractor of a written order from the City. Failure to deliver fuel during the allotted 24-hour window shall result in the Contractor covering any costs arising from the City having to order fuel from outside this Contract. Penalties may include, but not be limited to, any extra price per gallon over the agreed upon Contract pricing and any additional freight costs incurred.

Authorization for Services. This Contract standing alone does not authorize the purchase of any goods or services or require the City to place orders for goods or services. Authorization for the purchase of goods or services from Contractor shall be in the form of written Purchase Order(s), and Contractor shall not deliver goods or services without a written purchase order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Public Emergencies. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by any member of the Consortium, as that term is identified in Bid No. 14-B-72VO. Contractor specifically stipulates that before, during and after a public emergency, disaster, hurricane, fire, flood, or other act of God, members of the Consortium shall have first priority basis for the delivery of bulk fuel under this Contract. The City shall place Contractor on its "First Responders" list, and members of the Consortium shall be given priority and consideration when allocations become available. The City expects to pay a fair and reasonable price for all products in the event of a public emergency, disaster, hurricane, fire, flood, or other act of God; however, in the interest of providing fuel to the City from areas outside of the contracting ports, the freight cost may be circumvented to allow for additional costs by the Contractor for providing fuel. All additional costs shall be agreed to in writing between the City and Contractor prior to delivery of any goods or services hereunder. Contractor shall furnish a twenty-four (24) hour telephone number to City for use in contacting Contractor in the event of such emergency situation.

3. *City Obligations.* In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" hereto. 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.

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. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein.

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

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.

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. Contract Administration. The Public Works director will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

21. 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 Bid No. 14-B-72VO 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: Public Works Director 1000 City Center Circle Port Orange, Florida 32129

(386) 506-5575

Contractor: Glover Oil Co., Inc.
Attention: Kenneth H. Marshall, Vice President
P. O. Box 790
Melbourne, Florida 32902
(321) 723-3953 – telephone
(321) 727-2309 – facsimile
Ken@GloverOil.com

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

27. Contract Construction

This 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 page intentionally left blank]

Witnesses:

Barbara K. Boyer
Printed Name: Barbara K. Boyer

MEKE Ramsey
Printed Name: MEKE Ramsey

STATE OF FLORIDA
COUNTY OF Brevard

GLOVER OIL CO., INC.

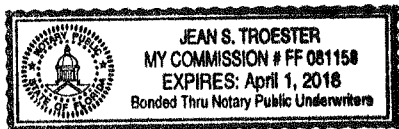
By: Kenneth H. Marshall
Kenneth H. Marshall, Vice President

Date: 5/2/14

The foregoing instrument was acknowledged before me this 2nd day of May, 2014, by Kenneth H. Marshall, as Vice President of Glover Oil Co., Inc. a Florida corporation, and who:

[Notary: Please select one]

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



Jean S. Troester
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

By: [Signature]
Allen Green, Mayor

[Signature]
Printed Name: Theresa Gutierrez

Attest: [Signature]
Robin L. Fenwick, CMC, City Clerk

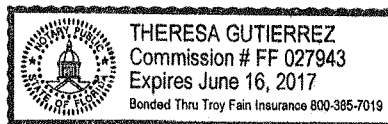
Date: May 20, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of May, 2014, 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.

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

[CA 4077]



Volusia County ITB14-B-72VO
 Opened 4/2/14
 Tabulation Sheet

	OVERALL		Glover Oil			
	AVERAGE PRICE		Melbourne, FL			
	LOW	AVG	OPIS LOW		OPIS AVG	
Ultra Low 7500+	3.1529	3.2186	0.2	\$ 3.35	0.04	\$ 3.26
Ultra Low - 7500	3.1529	3.2186	0.275	\$ 3.43	0.12	\$ 3.34
87 Octane 8000+	2.7916	2.8526	0.1949	\$ 2.99	0.04	\$ 2.89
87 Octane- 8000	2.2916	2.8526	0.285	\$ 3.08	0.12	\$ 2.97
Red Dyed 7500+	3.1578	3.2217	0.2	\$ 3.36	0.04	\$ 3.26
Red Dyed - 7500	3.1578	3.2217	0.275	\$ 3.43	0.12	\$ 3.34
B-5 7500+	3.1529	3.2053	0.195	\$ 3.35	0.033	\$ 3.24
B-5 - 7500	3.1529	3.2053	0.27	\$ 3.42	0.11	\$ 3.32
B-10 7500+	3.1529	3.2053	0.19	\$ 3.34	0.02	\$ 3.23
B-10 - 7500	3.1529	3.2053	0.265	\$ 3.42	0.1	\$ 3.31
B-20 7500+	3.1529	3.2053	0.18	\$ 3.33	0.01	\$ 3.22
B-20 - 7500	3.1529	3.2053	0.255	\$ 3.41	0.08	\$ 3.29
Split Load Chgs			\$40.00			
Above/Below Fees			N/A			
Drop Chg			none			
Terminal	Various					
Terms	Net 45					
Credit Card Chgs	No					



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Contract is entered into this 20 day of May, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation holding tax exempt status, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: **GENTRY OIL, LLC**, a Florida limited liability company whose principal address is 1761 Langley Avenue, DeLand, Florida 32724.

2. Provision of Services

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

- (i) Bulk Fuel at the rates attached hereto as Exhibit "1," pursuant to Volusia County, Florida Cooperative Bid No. 14-B-72VO and Contractor's response thereto, copies of which may be obtained in the Office of the City Clerk, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129.

All fuel shall comply with governmental regulations and conform to all specifications in regards to environmental and quality standards set forth by the State of Florida. In addition, the EPA has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuels, and the City will hold the Contractor responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance with the EPA.

Contractor agrees that the price of all fuel shall remain fixed for the term of this Contract and shall not be subject to any price escalation or fuel surcharges at any time during the Contract period.

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

Term: Notwithstanding the date of execution, the initial term of this Contract shall be for a period of three (3) years, commencing on May 20, 2014 and continuing until May 19, 2017. Thereafter, this Contract may be renewed for two (2) subsequent one (1) year renewals, the first commencing on May 20, 2017 and continuing until May 19, 2018, and the second commencing on May 20, 2018 and continuing until May 19, 2019. All renewals shall be contingent upon the mutual written consent of the Parties and approval by City Council.

Manner and Place: As outlined in Bid No. 14-B-72VO, and in a manner as required by all current federal, state, and local laws, ordinances and regulations. Contractor shall cause goods to be

delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered and accepted at the destination specified by the City for delivery.

Time and Essence: Time is of the essence in the performance of this Contract. Delivery shall be no later than one (1) calendar day after receipt by Contractor of a written order from the City. Failure to deliver fuel during the allotted 24-hour window shall result in the Contractor covering any costs arising from the City having to order fuel from outside this Contract. Penalties may include, but not be limited to, any extra price per gallon over the agreed upon Contract pricing and any additional freight costs incurred.

Authorization for Services. This Contract standing alone does not authorize the purchase of any goods or services or require the City to place orders for goods or services. Authorization for the purchase of goods or services from Contractor shall be in the form of written Purchase Order(s), and Contractor shall not deliver goods or services without a written purchase order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Public Emergencies. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by any member of the Consortium, as that term is identified in Bid No. 14-B-72VO. Contractor specifically stipulates that before, during and after a public emergency, disaster, hurricane, fire, flood, or other act of God, members of the Consortium shall have first priority basis for the delivery of bulk fuel under this Contract. The City shall place Contractor on its "First Responders" list, and members of the Consortium shall be given priority and consideration when allocations become available. The City expects to pay a fair and reasonable price for all products in the event of a public emergency, disaster, hurricane, fire, flood, or other act of God; however, in the interest of providing fuel to the City from areas outside of the contracting ports, the freight cost may be circumvented to allow for additional costs by the Contractor for providing fuel. All additional costs shall be agreed to in writing between the City and Contractor prior to delivery of any goods or services hereunder. Contractor shall furnish a twenty-four (24) hour telephone number to City for use in contacting Contractor in the event of such emergency situation.

3. *City Obligations.* In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" hereto. 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.

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. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein.

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

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.

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. Contract Administration. The Public Works director will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

21. 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 Bid No. 14-B-72VO 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: Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Gentry Oil, LLC
Attention: Robert B. Gilmore, Managing Member
1761 Langley Avenue
DeLand, Florida 32724
(386) 734-4239 – telephone
(386) 734-9175 – facsimile
fuelman@gentryoil.com

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

27. Contract Construction

This 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 page intentionally left blank]

Witnesses:

Dawn Weddle

Printed Name: Dawn Weddle

William Weddle

Printed Name: William Weddle

GENTRY OIL, LLC

By: [Signature]

Robert B. Gilmore, Managing Member

Date: 5/6/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of May, 2014, by Robert B. Gilmore, as Managing Member of Gentry Oil, LLC, a Florida limited liability company, and who:

(Notary: Please select one)



is personally known to me; or



has produced _____ as identification.

Martha L. Burnup

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

By: *Allen Green*
Allen Green, Mayor

Theresa Gutierrez
Printed Name: Theresa Gutierrez

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

Date: May 20, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of May, 2014, 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.

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

[CA 4077]



Volusia County ITB14-B-72VO
 Opened 4/2/14
 Tabulation Sheet

	OVERALL		Gentry Oil			
	AVERAGE PRICE		DeLand.FL			
	LOW	AVG	OPIS LOW		OPIS AVG	
Ultra Low 7500+	3.1529	3.2186				
Ultra Low - 7500	3.1529	3.2186	0.17	\$3.32	0.17	\$3.39
87 Octane 8000+	2.7916	2.8526				
87 Octane- 8000	2.2916	2.8526	0.17	\$2.96	0.17	\$3.02
Red Dyed 7500+	3.1578	3.2217				
Red Dyed - 7500	3.1578	3.2217	0.17	\$3.33	0.17	\$3.39
B-5 7500+	3.1529	3.2053				
B-5 - 7500	3.1529	3.2053	0.17	\$3.32	0.17	\$3.38
B-10 7500+	3.1529	3.2053				
B-10 - 7500	3.1529	3.2053				
B-20 7500+	3.1529	3.2053				
B-20 - 7500	3.1529	3.2053				
Split Load Chgs			none			
Above/Below Fees			none			
Drop Chg			none			
Terminal	Port Canaveral					
Terms	Net 20 EFT					
Credit Card Chgs	3%					



March 31, 2014

County of Volusia
Attn: Vlad Opreanu, Procurement Specialist
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd Floor
DeLand, FL. 32720-4608

Dear Mr. Opreanu:

Mansfield Oil Company appreciates the opportunity to participate in your current bid: 14-B-72VO/Bulk Fuel. The differentials quoted will be plus the Gross OPIS Daily Low or the Gross OPIS Daily Average for TAFT, FL plus the mark-up indicated, which includes all transportation and delivery charges posted as indicated in the bid documents.

Pricing is based on NET 45 Payment Terms. Normal Delivery after receipts of order is within 24 hours.

Should you have any questions, feel free to call Vinson Royal at 1-800-255-6699, Ext. 2055.

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

David Zarfoss
Director of Pricing



March 31, 2014

County of Volusia
Attn: Vlad Opreanu, Procurement Specialist
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd Floor
DeLand, FL. 32720-4608

Dear Ms. Volpe:

Mansfield Oil Company appreciates the opportunity to participate in your current bid: 14-B-72VO/Bulk Fuel. The differentials quoted will be plus the Gross OPIS Daily LOW for TAFT, FL as indicated in the bid documents.

Pricing is based on NET 45 Payment Terms. Normal Delivery after receipts of order is within 24 hours.

Should you have any questions, feel free to call Vinson Royal at 1-800-255-6699, Ext. 2055.

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

David Zarfoss
Director of Pricing



INFORMATION ABOUT MANSFIELD OIL COMPANY

Mansfield Oil is a national fuel supply, distribution and logistics company focused on improving efficiencies in the downstream petroleum supply chain. We help our customers optimize and control fuel-related costs with local service, nationwide. We offer secure and reliable fuel supply from over 900 supply points in 49 states and Canada. Our service offering includes most varieties of fuel (diesel/gas/biofuel/ethanol/CNG), credit card/fleet card transaction processing, DEF supply and logistics, fuel and DEF systems design, environmental compliance, ERP integration, tax exempt transaction processing, and fuel systems (tank) monitoring. Mansfield's corporate headquarters is located in

Gainesville, GA with five regional service centers located in Chicago, IL, Denver, CO, Detroit, MI, Houston, TX and Calgary, AB and 4 alternative fuel centers in Bloomington, MN, Sioux Center, IA, Charlottesville, VA and Ontario, CA .

We develop our own information technology systems and utilize third party integration tools to facilitate the unimpeded flow of information between our suppliers, carriers, ourselves and our customers. Mansfield's unique and industry leading electronic interface continues to make our customer's daily operations more manageable and measureable, key components of successful operations. We own and manage a fleet of 60 transport trucks in Atlanta, GA, N Augusta, SC, Charlotte, NC, Chicago, IL and Orlando, FL from our office which gives us valuable insight into the trends and dynamics of our transportation partners.

Mansfield Oil maintains market strength through optimization of volume, financial strength, and successful relationships with our customers. Currently Mansfield Oil is ranked 41st in the Top 50 Forbes List of Privately Held Companies, was a multiple finalist in the 2010, 2011 and 2012 Platts Global Energy Awards, and is rated 5A2 with Dun and Bradstreet indicating significant financial strength and credit worthiness. Mansfield has achieved double digit growth for the past three decades with revenues of \$8.0 billion in 2013.

Some of Mansfield's current government customers include:

- **Federal** - AAFES, NAVY, DESC/DLA, AMTRAK
- **States/DOT** - Georgia, New York, North Carolina, Pennsylvania, West Virginia
- **County** - Hillsborough, FL, Orange, FL, North GA Coop (5 counties)
- **City** - Philadelphia, PA, Jacksonville, FL, Chesapeake, VA
- **Transit Agencies** - KCATA (Kansas City, MO), CTA (Chicago, IL), LANTA (Lehigh, PA), WMATA (Washington, D.C.)

Some of Mansfield's commercial customers include:

- National, regional and local truck load and less than truck load carriers
- Distribution centers for various retailers and wholesalers
- Most major package delivery companies
- Aggregate companies

10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.

13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

14. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.

16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

18. **GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.

20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

21. **LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.

24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

25. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

26. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.

27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.

28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/Bidder being removed from the County Bid list and the offeror/Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.

29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

30. **DEFINITIONS:**

COUNTY - The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

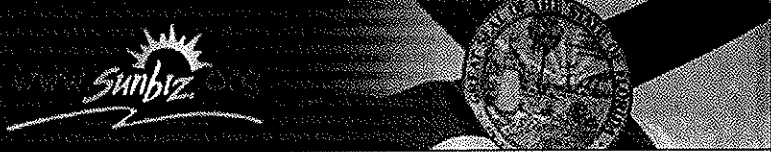
OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

BIDDER - The term "Bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

USING AGENCY - The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.

HEAVY DUTY - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Filing Information

Document Number 846977
FEI/EIN Number 581091383
Date Filed 09/17/1980
State GA
Status ACTIVE

Principal Address

1025 AIRPORT PARKWAY S.W.
GAINESVILLE, GA 30501-6813

Changed: 03/29/1996

Mailing Address

1025 AIRPORT PARKWAY S.W.
GAINESVILLE, GA 30501-6813

Changed: 03/29/1996

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 07/31/1992

Address Changed: 07/31/1992

Officer/Director Detail**Name & Address**

Title P

MANSFIELD, MICHAEL F., S
103 POST OAK TRAIL
ATHENS, GA 30606

Title S

BYRD, JOHN

330 VININGS WALK
GAINESVILLE, GA 30501

Annual Reports

Report Year	Filed Date
2012	02/29/2012
2013	03/28/2013
2014	02/28/2014

Document Images

02/28/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
03/30/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
04/07/2006 -- ANNUAL REPORT	View image in PDF format
03/02/2005 -- ANNUAL REPORT	View image in PDF format
04/07/2004 -- ANNUAL REPORT	View image in PDF format
04/03/2003 -- ANNUAL REPORT	View image in PDF format
02/24/2002 -- ANNUAL REPORT	View image in PDF format
05/02/2001 -- ANNUAL REPORT	View image in PDF format
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03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/09/1998 -- ANNUAL REPORT	View image in PDF format
03/13/1997 -- ANNUAL REPORT	View image in PDF format
03/29/1996 -- ANNUAL REPORT	View image in PDF format
03/06/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

CERTIFICATE OF CORPORATE SECRETARY

I hereby certify that I am the Secretary of Mansfield Oil Company of Gainesville, Inc. (the "Corporation"), a Georgia corporation duly organized and existing under the laws of the State of Georgia, and that the following is a true and correct copy of a Resolution unanimously adopted by the Board of Directors:

BE IT RESOLVED, that David Zarfoss in his capacity as Director of Government Pricing of the Corporation, is authorized to act on behalf of the Corporation and execute any and all bids, contracts and documents necessary to bind the Corporation with respect to any contractual or business matter, including, but not limited to, government business solicitations.

IN WITNESS WHEREOF, I have signed this Secretary's Certificate this 6th day of August, 2012.

 (SEAL)

John Byrd
Secretary

4.0 BID SUBMITTAL FORM

March 28, 2014

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] Mansfield Oil Company of Gainesville, Inc.
_____ has carefully examined the specifications to furnish Bulk Fuel,
for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on**
Wednesday, April 2, 2014, and further declares that the firm will furnish the Bulk Fuel
according to specifications.

COMPLETE PRICING ON ATTACHMENT A

Additional Information Required

1. Do you accept Major Credit Cards: YES ☐ NO ☒
If YES, are there any additional fees to accept? _____
2. Do you have payment requirements (turnaround) which
need to be met in order to bid this service: YES ☒ NO ☐
If YES, what are these terms? 45 Days as designated in Agreement

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☒ No Total number employees 500

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Prompt payment discount, if applicable: N/A %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☒ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, _____ % ☒ NO

Have you supplied all the Submittal Requirements outlined below?

- ☒ Invitation to Bid cover pages. (Includes two pages)
- ☒ Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- ☒ Completed and executed Bid Submittal form
- ☒ References, in accordance with Section 2.11, *Definition of Responsive and Responsible*
- ☒ If you have a physical location in Brevard, Flagler, Lake, Orange, Osceola, Seminole or
Volusia County, submit one of these: ***NOT APPLICABLE***
 - ☐ Current Business Tax Receipt, OR ☐ Proof of Exemption Form
- ☒ Proof of Insurance, per Section 2.21

- ☒ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☒ Conflict of Interest form
- ☒ Any addenda pertaining to this ITB
- ☒ Taxpayer Identification Number and Certification Form
- ☒ Certification Affidavit confirming Local Preference Eligibility, if applicable
- ☒ Licenses, per Section 2.20
- ☒ Did you include a CD or USB drive, as required in the *Section 2.7, Bid Submittal Form*?
- ☒ Liquidated Damages Form
- ☒ Attachment A

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **14-B-72VO, "Bulk Fuel"**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.21, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

David Zarfoss

Printed Name

Director of Government Pricing

March 28, 2014

Title

Date

Mansfield Oil Company of Gainesville, Inc.

Company Name

1025 Airport Parkway SW, Gainesville, GA 30501-6813

Full Address

800-255-6699

678-450-2242

mocbids@mansfield.com

Telephone

Fax

E-mail Address

03-372-3990

58-1091383

Dunn & Bradstreet #

Federal I.D. #

5.0 REFERENCES

Agency #1	Orange County, FL	
Address	400 East South Street, 2nd Floor	
City, State, ZIP	Orlando, FL 32801	
Contact Person	Jim Schell, Procurement Officer	
E-mail	Jim.Schell@ocfl.net	Phone: 407-836-5410
Date(s) of Service	06/01/11 - current	
Type of Service	Supply & Deliver - Gasoline and Diesel	
Comments:		
Agency #2	Miami-Dade County School Board	
Address	1450 NE 2nd Avenue	
City, State, ZIP	Miami, FL 33132	
Contact Person	Harry Eschbach	
E-mail	eschbachh@dadeschool.net	Phone: 305-278-5150
Date(s) of Service	02/01/2009 - Current	
Type of Service	Supply & Deliver - Gasoline and Diesel	
Comments:		
Agency #3	Florida DOT - Fleet Manager, District IV	
Address	3400 W. Commercial Blvd.	
City, State, ZIP	Ft. Lauderdale, FL 33309	
Contact Person	Michael Pennetti	
E-mail	Michael.Pennetti@dot.state.fl.us	Phone: 954-777-4313
Date(s) of Service	01/01/2007 - Current	
Type of Service	Supply & Deliver - Gasoline and Diesel	
Comments:		

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/18/2014

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 J. Smith Lanier & Co.-Atlanta 11330 Lakefield Drive Bldg 1, Suite 100 Duluth, GA 30097		CONTACT NAME: PHONE (A/C, No, Ext): 770 476-1770 FAX (A/C, No): 770 476-3651 E-MAIL ADDRESS:															
INSURED Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Agribusiness Ins. Co</td> <td>28223</td> </tr> <tr> <td>INSURER B : Ironshore Specialty Insurance C</td> <td>25445</td> </tr> <tr> <td>INSURER C : Allied World Assurance Companie</td> <td>19489</td> </tr> <tr> <td>INSURER D : Alterra America Insurance Compa</td> <td>21296</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Agribusiness Ins. Co	28223	INSURER B : Ironshore Specialty Insurance C	25445	INSURER C : Allied World Assurance Companie	19489	INSURER D : Alterra America Insurance Compa	21296	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			CPP119529A	04/01/2013	07/01/2014	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CPP119529A	04/01/2013	07/01/2014	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$25000			000194804	04/01/2013	07/01/2014	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$								
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	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC119529A	04/01/2013	07/01/2014	<table border="1"> <tr> <td>☒ WC STATUTORY LIMITS</td> <td>☐ OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	☒ WC STATUTORY LIMITS	☐ OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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C	Pollution			03059391	09/17/2010	09/17/2014	\$5M Each Incident/ \$10M Aggregate														
D	Excess Umbrella			MAXA3EC30000738	04/01/2013	07/01/2014	\$15M XS \$10M														

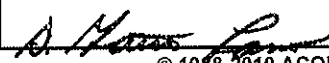
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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



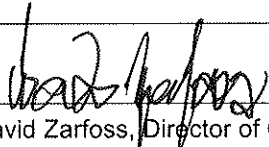
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6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (printed name) David Zarfoss, am the
(title) Director of Government Pricing and the duly authorized representative
of the firm of (Firm Name) Mansfield Oil Company of Gainesville, Inc. whose address is
1025 Airport Parkway SW, Gainesville, GA 30501-6813, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): None

Signature: 

Printed Name: David Zarfoss, Director of Government Pricing

Firm Name: Mansfield Oil Company of Gainesville, Inc.

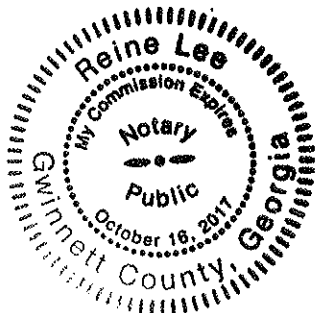
Date: 03/28/2014

STATE OF Georgia

COUNTY OF Gwinnett

Sworn to and subscribed before me this 28th day of March, 2014, by
David Zarfoss, who is/are personally known to me or
who has/have produced N/A as identification.

(Seal)



NOTARY PUBLIC - STATE OF Georgia

Type or print name: Reine Lee

Commission No.: _____

Commission Expires: 10/16/2017



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@volusia.org
www.volusia.org

February 4, 2014

ADDENDUM NO. 1 to Invitation To Bid 14-B-72VO Bulk Fuel

This addendum is being issued to make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

Addition:

1.10 Volusia County School District Firearm Policy

Possession of firearms will not be tolerated on any School District of Volusia County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Volusia County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Revision:

2.10 Local Bid Preference

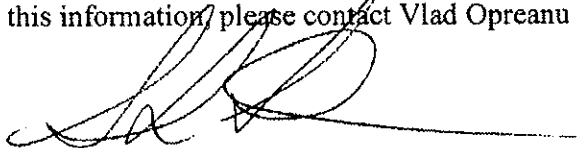
Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, in the following counties: Flagler, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by

all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation.

This Section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This Bid is not funded by monies that prohibit this provision and local preference does apply.

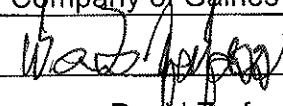
Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Vlad Opreanu at 386-626-6624 or e-mail vopreanu@volusia.org.



Shaira Resto, CPPB
Procurement Manager

Please sign and return entire Addendum 1 with proposal.

Vendor: Mansfield Oil Company of Gainesville, Inc.

Authorized Signature: 

Printed Name & title of Above: David Zarfoss, Director of Government Pricing

Phone No.: 800-255-6699 Date: 03/28/2014

FAILURE TO RETURN ENTIRE FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@volusia.org
www.volusia.org

February 19, 2014

ADDENDUM NO. 3 to Invitation To Bid 14-B-72VO Bulk Fuel

This addendum is being issued to make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

Questions:

1. Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?

The County of Volusia follows Florida Statute for payment of 45 days.

2. Do you currently receive a discount for prompt payment of invoices?

The County of Volusia allows for prompt payment discount on the Bid Submittal Form.

3. Have any addendums been released for this bid beyond the first two?

There are two addendums prior to this addendum which can be downloaded at www.volusia.org/bidlist.

4. Volusia County chooses either low or average OPIS to award on and this choice is valid through the whole contract correct?

The County of Volusia will award either OPIS low or OPIS average for the entire contract, whichever is the lowest of the two.

5. When is the tentative award date?

The tentative award date is to be determined.

6. When is the first board meeting after the opening?

April 3rd is the first board meeting after the bid opening.

7. Will decision be made before or at board meeting?

A recommendation of award will be presented to County Council for approval.

8. Will the bid award be split by product or awarded all to one bidder?

The award will be based on lowest overall pricing plus allows for multiple sourcing.

9. Will you split the award by tank wagon and transport?

See response to question 8.

10. Can we please have a list of bidders invited to submit a proposal?

The bid is available for all qualified bidders to submit a proposal per the requirements of the bid.

11. What information will you be reading out loud at the bid opening?

The only information read at the bid opening is vendor name and city.

12. How many consecutive years has the current vendor been awarded?

The current vendors have been in place for a 5 year term.

13. Do you consider the use of common carriers to be subcontractors?

The County of Volusia does not define common carriers.

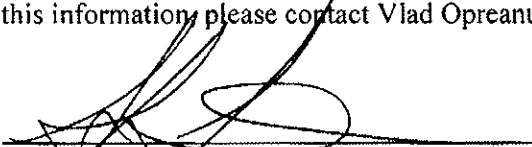
14. If common carriers are considered subcontractors, will the awarded vendor need to paid the \$500 processing fee every time a new common carrier is used?

See response to question 13.

15. If we do not attend the bid opening and/or the pricing is not read, when will we be notified of the low bidder and can we receive a copy of the bid tabulations?

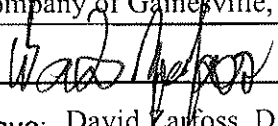
The bid tabulation will be posted within 30 days of the bid opening or upon a recommendation of award, whichever comes first.

Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Vlad Opreanu at 386-626-6624 or e-mail vopreanu@volusia.org.


Shaira Resto, CPPB
Procurement Manager

Please sign and return entire Addendum 3 with proposal.

Vendor: Mansfield Oil Company of Gainesville, Inc.

Authorized Signature: 

Printed Name & title of Above: David Zarfoss, Director of Government Pricing

Phone No.: 800-255-6699 Date: 03/28/2014

FAILURE TO RETURN ENTIRE FORM WITH THE BID SUBMITTAL MAY CAUSE THE
PROPOSAL TO BE RENDERED NON-RESPONSIVE.



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
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www.volusia.org

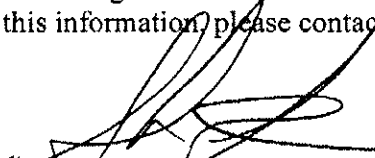
February 7, 2014

ADDENDUM NO. 2 to Invitation To Bid 14-B-72VO Bulk Fuel

This addendum is being issued to make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

Modification: Prebid meeting has been rescheduled: TCK Administration Building Room 300, 123 West Indiana Avenue, DeLand, FL, 32720-4608, at 9:30 a.m., local time, on Wednesday, March 12, 2014.

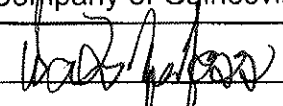
Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Vlad Opreanu at 386-626-6624 or e-mail vopreanu@volusia.org.



Shaira Resto, CPPB
Procurement Manager

Please sign and return entire Addendum 2 with proposal.

Vendor: Mansfield Oil Company of Gainesville, Inc.

Authorized Signature: _____

Printed Name & title of Above: David Zarfoss, Director of Government Pricing

Phone No.: 800-255-6699 Date: 03/28/2014

FAILURE TO RETURN ENTIRE FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: purchasing@volusia.org

www.volusia.org

February 20, 2014

ADDENDUM NO. 4 to Invitation To Bid 14-B-72VO Bulk Fuel

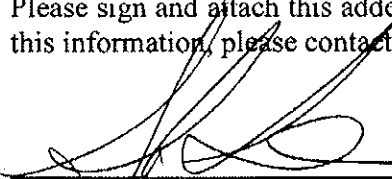
This addendum is being issued to make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

Addition: Daytona Beach International Airport fuel sites

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Daytona Beach International Airport Project Manager
848517331	DBIA Gate TR-20 700 Catalina Ave. Daytona Beach 32114-3815 (At Fire Station 17) (Escort Required)	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Adjacent to International Building) Escort Required	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300, Daytona Beach 32114 (At service entrance to terminal) Escort Required	1 ea. 2000 Gal. Emergency Generator Diesel. DW, Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us
9813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (Entrance requires escort)	1 ea. 1300 Emergency Generator, DW, Steel	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Fire Station 17) Escort Required	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel DW.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us
649809474	DBIA TSA Generator M-20 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Terminal Building) Escort Required	1 ea. 800 Gal. Emergency Generator Diesel AST, DW Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us

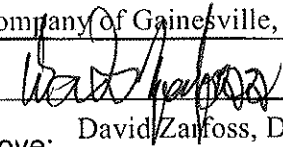
14-B-72VO

Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Vlad Opreanu at 386-626-6624 or e-mail vopreanu@volusia.org.


Shaira Resto, CPPB
Procurement Manager

Please sign and return entire Addendum 4 with proposal.

Vendor: Mansfield Oil Company of Gainesville, Inc.

Authorized Signature: 

Printed Name & title of Above: David Zarfoss, Director of Government Pricing

Phone No.: 800-255-6699

Date: 03/28/2014

**FAILURE TO RETURN ENTIRE FORM WITH THE BID SUBMITTAL MAY CAUSE THE
PROPOSAL TO BE RENDERED NON-RESPONSIVE.**

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Manstead Oil Company of Gainesville, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1025 Airport Parkway

City, state, and ZIP code
Gainesville, GA 32601

List account number(s) here (optional)

Requester's name and address (optional)

☐ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

58									
----	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ►

Date ▶

February 20, 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of 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.

8.0 PROOF OF EXEMPTION

NOT APPLICABLE



FINANCIAL AND ADMINISTRATIVE SERVICES
REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
<http://volusia.org/revenue/>

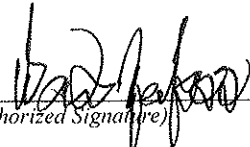
I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster, Agent,
or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

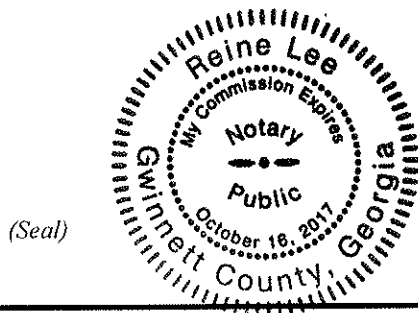

(Authorized Signature)

David Zarfoss, Director of Government Pricing
(Printed Name)

STATE OF Georgia

COUNTY OF Gwinnett

Sworn to and subscribed before me this 28th day of March, 2014, by
David Zarfoss, who is/are personally known to me or
who has/have produced N/A as identification.



NOTARY PUBLIC – STATE OF Georgia
Type or print name: Reine Lee
Commission No.:
Commission Expires: 10/16/2017

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director

NOT APPLICABLE

10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

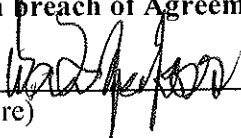
By: David Zarfoss, Director of Government Pricing
(Authorized individuals name and title)

For: Mansfield Oil Company of Gainesville, Inc.
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

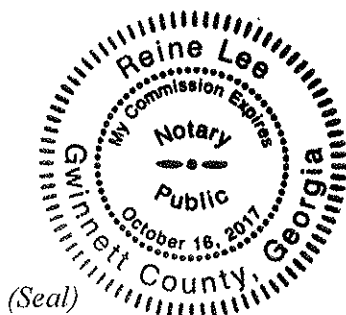
I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.


(Signature)

STATE OF Georgia

COUNTY OF Gwinnett

Sworn to and subscribed before me this 28th day of March, 2014, by
David Zarfoss, who is/are personally known
to me or who has/have produced N/A as identification.



NOTARY PUBLIC - STATE OF Georgia

Type or print name: Reine Lee

Commission No.: _____

Commission Expires: 10/16/2017

NOT APPLICABLE

11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

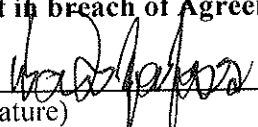
By: David Zarfoss
(Authorized individuals name and title)

For: Director of Government Pricing
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

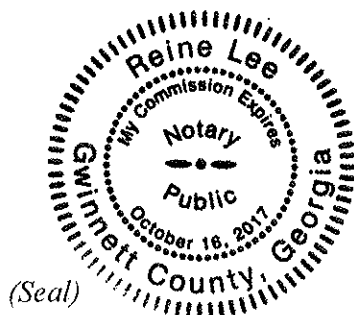
I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.


(Signature)

STATE OF Georgia

COUNTY OF Gwinnett

Sworn to and subscribed before me this 28th day of March, 20 14, by
David Zarfoss, who is/are personally known
to me or who has/have produced N/A as identification.



NOTARY PUBLIC – STATE OF Georgia

Type or print name: Reine Lee

Commission No.: _____

Commission Expires: 10/16/2017

12.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

Mansfield Oil Company of Gainesville, Inc. does:

(Name of Firm)

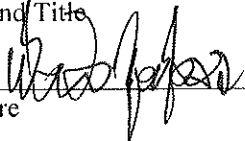
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

David Zarfoos, Director of Government Pricing
Name and Title

March 28, 2014
Date

Signature



Mansfield Oil Company of Gainesville, Inc.
Firm

1025 Airport Parkway, SW
Street address

Gainesville, GA 30501-6813
City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

David Zarfoss, Director of Government Pricing

Name and Title

March 28, 2014

Date

Signature

Mansfield Oil Company of Gainesville, Inc.

Firm

1025 Airport Parkway, SW

Street address

Gainesville, GA 30501-6813

City, State, Zip

14.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

LUC CLEYMAN
DIR. OF TRAFFIC

Name and Title

3-28-14
Date

Signature

FLORIDA ROCK & TANK LINES

Firm

200 W. FORSYTH

Street address

JACKSONVILLE, FL 32202

City, State, Zip

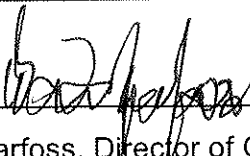
15.0 LIQUIDATED DAMAGES FORM

On any scheduled fuel delivery day in which the Contractor fails to deliver the fuel within the twenty four (24) hours of the scheduled time, the Contractor shall pay liquidated damages in the amount of the difference in OPIS Low price plus markup, and that of the actual price paid out of Contract.

The vendor shall not be charged with unforeseeable causes beyond the control and without fault or negligence of the vendor, including but not restricted to acts of God, acts of Government, fires, floods, epidemics, or quarantine restrictions.

FIRM NAME: Mansfield Oil Company of Gainesville, GA

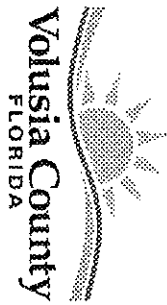
ADDRESS: 1025 Airport Parkway, SW
Gainesville, GA 30501-6813

SIGNATURE: 

TITLE: David Zarfoss, Director of Government Pricing

DATE: March 28, 2014

NOTE: Bid package must include fully executed copy of this Liquidated Damages Form.



14-B-72VO
Bulk Fuel and Services
Attachment A

Fuel Type	Markup over OPIS daily low	Markup over OPIS daily average
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0585	\$0.0142
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2422	\$0.2052
E-10 Fuel +/- to 8000 gallons	\$0.0575	\$0.0125
E-10 Fuel less than 8000 gallons	\$0.2609	\$0.2201
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0585	\$0.0142
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.2419	\$0.2053
B-5 BioDiesel +/- 7500 gallons	\$0.1160	\$0.0660
B-5 BioDiesel less than 7500 gallons	No Bid	No Bid
B-10 BioDiesel +/- 7500 gallons	\$0.1135	\$0.0635
B-10 BioDiesel less than 7500 gallons	No Bid	No Bid
B-20 BioDiesel +/- 7500 gallons	\$0.1085	\$0.0585
B-20 BioDiesel less than 7500 gallons	No Bid	No Bid
Total	\$1.2575	\$0.8595

- 1 Any additional fee for split loads: YES / NO
 If YES, please state fee: \$40
- 2 List any additional fee for "above" vs. "below" ground tanks: \$50
- 3 Drop Charge for tank wagon delivery, if any: YES NO
 If YES, please state fee: _____
- 4 Which terminal will be utilized to supply fuel? _____
 Kinder Morgan Terminal, pricing based off Taft FL OPIS Value

Mansfield Oil Co.
1025 Airport Parkway
Gainesville, GA 30501



Mansfield

Fuels. Simplified.

General Contractors License Number

Mansfield - GCCO003087

No 53586

NOT TRANSFERABLE ACCOUNT NO. 2558

CITY OF GAINESVILLE
BUSINESS/OCCUPATION TAX CERTIFICATE 2014

Manager / Representative

Dancya Chismar

DATE 1/22/2014

This document certifies that the City of Gainesville business tax for the year ending December 31, 2014 has been paid in compliance with the city business occupation tax ordinance.

Petroleum & Petroleum Products Wholesaler

Wholesale Trade

MANSFIELD OIL COMPANY

1025 AIRPORT PK WY

GAINESVILLE, GA 30501



Debbie A. Jones

City Clerk or City Manager

Witness my Hand and Seal of the City of Gainesville on the day and year above.

DISPLAY IN A CONSPICUOUS PLACE

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
12/30/11MANSFIELD OIL CO OF GAINESVILLE INC.
1025 AIRPORT PKWY
GAINESVILLE GA 30501-6813

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
12/30/11License Number: 12943592
FEIN Number: 58-1091383

Expiration Date: 12/31/2012

License Activity: Pollutants-Importer
Terminal SupplierMANSFIELD OIL CO OF GAINESVILLE INC
1025 AIRPORT PKWY
GAINESVILLE GA 30501-6813

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



Certificate of Registration

DR-11
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

78-8012459961-0

06/17/82

Certificate Number

Registration Effective Date

This certifies that

MANSFIELD OIL CO OF GAINESVILLE INC
1025 AIRPORT PKWY STE A
GAINESVILLE GA 30501-6810

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
(DETACH AND POST IN A CONSPICUOUS PLACE)



THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.

These certificates are valid immediately.



DR-11R, R. 10/13



2014 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/13

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

Business Name and Location Address

Registration Effective Date

Certificate Number

MANSFIELD OIL CO OF GAINESVILLE INC
1025 AIRPORT PKWY STE A
GAINESVILLE GA 30501-6810

06/17/82

78-8012459961-0

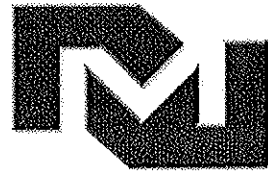
This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: _____
(insert name of seller on photocopy) (date)

Presented by: _____
Authorized Signature (Purchaser) (date)



Mansfield

Local Service, Nationwide.

Mansfield Oil Company

Emergency Plan 2014

I. Assumptions

Given that this plan is for natural disasters, and the scope of its affect is impossible to predict, Mansfield must make certain assumptions and caveats to any relief plan put into action. Mansfield will make every possible effort to maintain service levels at locations after a hurricane has passed, while working with regulatory authorities and under any executive order that has been issued. For planning purposes, the following assumptions must be made:

- Fuel is readily available from terminals suppliers that we would normally use to pull fuel. Mansfield is authorized to pull at nearly every major terminal off of every major supplier. If providers have to travel non-standard distances to procure fuel, capabilities to fueling locations will be reduced.
- FEMA and state disaster agencies have not taken control of a Mansfield provider's capacity.
- Providers are able to reposition drivers and equipment in a timely manner in the aftermath of the natural disaster.

Given the increased demand for supply before and after hurricanes, capacity is extremely finite. If any of the above assumptions are not met, capacity to fulfill customer needs will further be diminished. With this in mind, Mansfield will do everything possible to make sure that locations are fueled.

II. Procedure

Currently, Mansfield uses a number of resources to monitor the progress of tropical storms throughout the season. As Mansfield monitors storm activity the following statuses will be used by our operational staff to prepare for hurricane related issues:

- **Status green**- no imminent threats present; normal operations.
- **Status orange**- threats of storms or presence of storms indicated with expected landfall 5-7 days out.
- **Status red**- storm expected to make landfall within 3 days or less, or hurricane has already impacted certain regions. Group Supervisors will meet daily with the Disaster Response Team to asses supply, carrier availability and other operational concerns.

Depending on the type of fueling location and the perceived impact of the event, the following procedures will be used during status orange and status red scenarios:

Bulk Locations

- Mansfield works with all bulk sites in the projected strike region. Mansfield will either look at inventory readings or call sites in the area to schedule loads before the storm arrives to top site tanks off.
- Top-off deliveries will consist of short loads and full loads. It is better to pay for a short load of fuel and top off because fuel and resource availability after an event are unknown.

- Mansfield constantly interacts with carriers to monitor delivery schedules in order to meet all location needs. If for some reason loads cannot be delivered before the storm strikes, these loads are first out once terminals and carriers commence operations after the storm passes.

Mobile Locations Currently Being Fueled

- Mansfield interacts with providers to get providers' plans for the storm. Estimated operability is assessed and communicated to Mansfield customers.
- Sites will remain on same delivery schedule.
- Three days before the storm makes landfall, Mansfield would request a conference call with corporate and sites that are in the projected strike area. Conference calls will be used to confirm information provided to Mansfield and to gather additional needed contact information.
- Mansfield will use information provided from the call to interact with mobile providers to begin post storm planning.
- Other contracted mobile refuelers that might be moving equipment into the region- Mansfield will use the information from the conference call to try and get service commitments before the storm strikes. In some cases, Mansfield will ask corporate if it wishes to purchase capacity understanding it will have a cost even if it goes unused.
- After the storm has passed, Mansfield will attempt to contact appropriate personnel at sites to ascertain fueling needs.
- If a Mansfield contracted mobile provider cannot service these locations, Mansfield will try to reach out to non-contracted providers. If Mansfield is able to locate a non-contracted provider, Mansfield will have the provider contact and bill the location directly.

III. Mansfield Recommendations

Given the expected severity of the storm, Mansfield will poll all contracted providers in the area to ascertain feasibility of the plan to deal with the storm. Mansfield has evaluated similar events in recent years and, based on our experiences, would make the following recommendations:

- Top off all vehicles at site locations before parking them for the storm. This will benefit sites by having all vehicles fueled and tanks at maximum capacity to facilitate additional time before needing to be refueled.
- Review and distribute all internal emergency contact information. This list should include local and corporate contact information. Where possible, this list should also include individual cell numbers of local operations personnel for use when land lines are unavailable. A list of Mansfield personnel and their contact information is listed on the last page of this document.
- Prior to hurricane season, we recommend that all sites in hurricane areas should purchase water tight seal caps for all tanks.

IV. Hurricane Action Timelines

Below are the suggested action timelines:

96 Hours Prior to Expected Landfall- Status Orange

Mansfield to update Corporate of anticipated landfall location.

Non-Inventory Management sites in projected storm path should evaluate inventory levels and order full or part loads to ensure tanks are topped off.

72 Hours Prior to Expected Landfall- Status Red

Mansfield to update Corporate of anticipated landfall location.

Mansfield will monitor sites on Inventory Management and schedule deliveries to ensure tanks are topped off.

Non-Inventory Management sites in projected storm path will continue to monitor inventory levels and order as appropriate to ensure tanks are topped off prior to hurricane. Non-Inventory Management sites should place orders for any loads needed prior to hurricane.

Conference call with Mansfield, Corporate, and sites in the anticipated affected region to discuss operational details.

48 Hours Prior to Expected Landfall- Status Red

Mansfield to update Corporate of anticipated landfall location.

Mansfield will schedule final deliveries prior to landfall for Inventory Management sites.

Sites in affected area should begin fueling at retail locations if possible so that their bulk tanks are full after the storm has passed.

Mansfield will coordinate with Corporate and individual sites to establish priority list of sites for receiving deliveries after hurricane makes landfall.

24 Hours Prior to Expected Landfall-Status Red

Mansfield to update Corporate of anticipated landfall location.

Terminals in affected region will begin to shut down. Carriers may begin to move assets out of project hurricane path.

Final deliveries will be made to sites as conditions permit and if possible given terminal and carrier storm preparation / evacuation plans.

Sites should place water-tight caps on product fill pipes to reduce chance of water entering tanks.

12 Hours Prior to Expected Landfall- Status Red

Most terminals in region will likely be shut down and carriers will begin to pull equipment off road as safety precautions.

Deliveries will most likely not be possible until after hurricane has passed.

0 Hour – Landfall- Status Red

No delivery activity

Mansfield will be in contact with carriers and terminals in effected area to evaluate damage and time until assets are back on-line and operational.

12 Hours after Landfall- Status Red

Mansfield will coordinate with Corporate to assess the site damages in affected area and verify the priority list for first deliveries.

Mansfield will notify Corporate of the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply & deliveries will return to normal.

Mansfield will attempt to make contact with sites in affected area in order to assess operational status and fuel delivery needs.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

24 Hours after Landfall- Status Red

Mansfield will notify Corporate of the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply & deliveries will return to normal.

Mansfield will continue to attempt to contact sites in the affected area and schedule deliveries on priority basis in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the site and Corporate if there are issues prohibiting delivery to any locations.

Sites placing orders should do so at least 48 hours in advance, rather than the standard 24 hours in advance.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

48 Hours after Landfall-Status Red

Mansfield will update Corporate on a conference call as to the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply and deliveries will return to normal.

Mansfield will notify Corporate of any sites with whom Mansfield has **NOT** been able to make contact. This includes Inventory Management locations that no longer have readings coming in.

Mansfield and Corporate will re-evaluate the delivery priority list if disruptions to supply remain significant in the affected region.

Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the site and Corporate if there are issues prohibiting delivery to any locations.

72 Hours after Landfall-Status Red

Mansfield will update Corporate on a conference call as to the operational status of terminals and carriers in the affected region and if disruptions to deliveries in the area continue.

Sites should continue to place orders 48 hours in advance.

Mansfield will inform Corporate of status of scheduled deliveries, and evaluate the established priority list.

Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the sites and Corporate if there are issues prohibiting delivery to any locations.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

Mansfield pledges to do everything possible to facilitate the fueling of locations during disaster times.

96 Hours + After Landfall- Status Orange

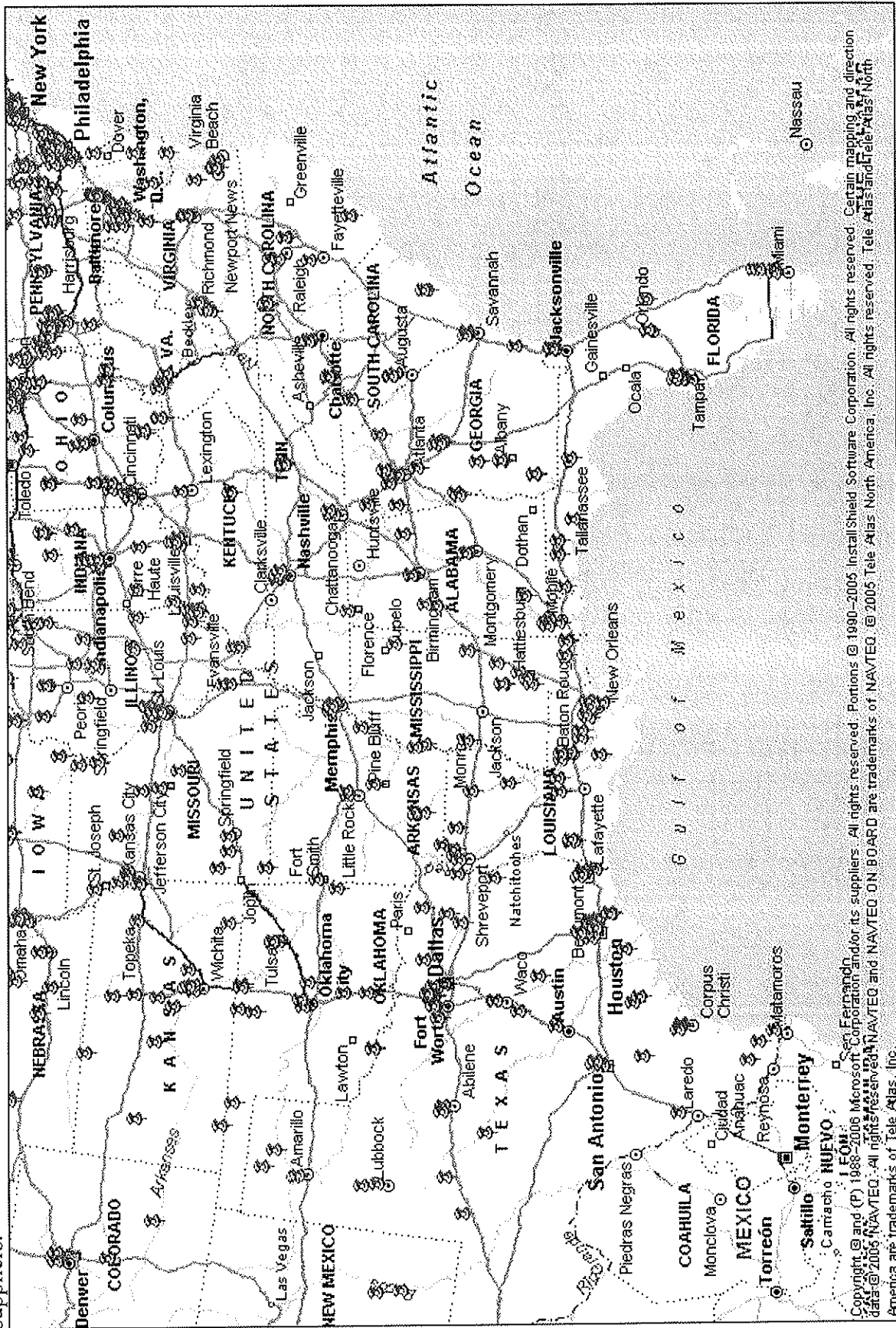
Mansfield will update Corporate of overall status of operations and delivery options in affected areas.

Mansfield will co-ordinate with Corporate as to non-typical operational processes that will need to continue.

Delivery schedules will revert to normal as quickly as possible.

Mansfield pledges to do everything possible to facilitate the fueling of locations during disaster times.

VI. Terminal Access Each pushpin represents a terminal. At any of these terminals, Mansfield has access to between one and four suppliers.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Award Wrecker/Towing Services Contract - Universal Towing

DEPARTMENT: Police Services

RECOMMENDED MOTION: To award the Wrecker/Towing Service contract to Universal Towing and authorize the Mayor and City Clerk to execute contract documents, subject to review by the City Attorney.

SUMMARY: Two bids were received in response to Bid 15-26 for Wrecker/Towing Services. Although Fryer's Towing Services submitted the bid which would net the highest monthly payment to the City, staff recommends the bid award go to Universal Towing based on Sec. 2-266 of the Code of Ordinances which sets forth the factors to be considered in determining the lowest and best bidder.

Fryer's Towing Service is a fictitious name registered by Landau Enterprises, Inc., which lists Glenn Landau as its president. Mr. Landau has been charged with and is currently being prosecuted for knowingly endeavoring to obtain a 2014 Ford Mustang, with the intent to temporarily or permanently deprive Gary Yeomans Ford of the company's right or benefit from the motor vehicle by attempting to have it titled to Fryers Towing Service, while knowing the vehicle was owned by Gary Yeomans Ford (3rd Degree Felony); and, failure to conduct a check of the law enforcement report for a tag number or other information identifying the vehicle, and that the vehicle was towed at the request of a law enforcement officer (1st Degree Misdemeanor). Please see felony warrant and charging affidavit attached.

Based on this recent indictment by the State Attorney's Office, the following factors (see Sec. 2-266) have been called into question as to Fryer's Towing Services:

- (1) ability to perform the contract
- (3) character, integrity, reputation, judgment of the bidder
- (5) existing compliance by the bidder with the laws relating to the contract
- (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.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Bid 15-26 Tabulation	Bid 15-26 Wrecker Towing Services.pdf
----	----------------------	---------------------------------------

2.	Landau Felony Warrant and Charging Affidavit	Landau warrant and charging affidavit.pdf
3.	Agreement	Universal Towing, Inc. Wrecker Agreement.pdf

Grabowski, Debbie	Created/Initiated - 08/03/2015
Monahan, Gerald	Approved - 08/03/2015
Riehm, Tracey	Approved - 08/06/2015
Gomez, Joseph	Approved - 08/07/2015
Jones, Matthew	Approved - 08/12/2015
Roberts, Margaret	Approved - 08/12/2015
Harden, David	Final Approval - 08/13/2015

BID # 15-26: WRECKER/TOWING SERVICES

BID Receipt List

15-26 Envelope #1 Requirements 1 Original, 2 Copies, 1 CD or Flash		Fryer's Towing	Universal Towing			
1	Bidder Acknowledgement Form	✓	✓			
2	Insurance Certificates	✓	✓			
3	Statement of Bidder's Qualifications	✓	✓			
4	Listing of Previous Experience	✓	✓			
5	Personnel List	✓	✓			
6	Letter of Intent to Bond from Surety for \$50,000	✓	✓			
7	Public Entity Crime Statement	✓	✓			
8	Anti-Collusion Statement	✓	✓			
9	Drug Fee / Tie Preference Statement	✓	✓			
10	Current Lease or Deed for Facility	✓	✓			
11	Total Base Bid	\$12,575.43	\$8,600.00			
12	Local Business Affidavit	Volusia	Port Orange			

The following information is a record of the submitters as received at the time of opening. All bids 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



COPY

VOLUSIA County Warrant Number: 2015 150683

FELONY WARRANT

STATE OF FLORIDA

VS.

GLENN LANDAU

IN THE CIRCUIT COURT FOR
VOLUSIA COUNTY, FLORIDA

CASE NUMBER: 2015 300732 CFOB

AGENCY: STATE ATTORNEY OFFICE

AGENCY REPORT NO. SAIDB140717008

CHARGE(S):

- GRAND THEFT (MOTOR VEHICLE)
- LIENS FOR RECOVERING, TOWING OR STORAGE OF VEHICLES

W/M; DOB: 10/07/1962; SSN
HGT.: 6'00" / WGT.: 235LB

In the name of the State of Florida, to All and Singular the Sheriffs of the State of Florida:

WHEREAS, JOHN (JACK) BISLAND has made oath before JOE SNOWDEN, A Law Enforcement Officer, that one, GLENN LANDAU on or between May 16, 2014 and July 9th, 2014, in the County of VOLUSIA and State of Florida, did knowingly obtain or use, or endeavor to obtain or use a motor vehicle which was the property of GARY YEOMAN'S FORD, or any other person not the defendant(s), with the intent to permanently or temporarily deprive GARY YEOMAN'S FORD or any other person not the defendant(s) of the property or benefit therefrom or to appropriate the property to the use of GLENN LANDAU or to the use of any person not entitled thereto, contrary to Florida Statute 812.014(2)(c)6 and 812.014(1). (3 DEG FEL)

COUNT II: GLENN LANDAU on or between May 16, 2014 and July 9th, 2014, in the County of VOLUSIA and State of Florida, was a person regularly engaged in the business of recovering, towing or storing vehicles or vessels and did tow and store a 2014 Ford Mustang which was the property of GARY YEOMAN'S FORD, and did fail to locate the owner GARY YEOMAN'S FORD and did fail to make a good faith effort to locate said owner by failing to conduct a check of the law enforcement report, specifically the Holly Hill Police Department report, for a tag number or other information identifying the vehicle or vessel, and the vehicle or vessel was towed at the request of law enforcement, contrary to Florida Statute 713.78(12)(a) (1 DEG MM)

These are, therefore, to command you to arrest instant the above named accused and bring him/her before the CIRCUIT Court, VOLUSIA County, Florida, at the next scheduled 24-hour appearance hearing following his/her arrest, unless he/she shall first post bond in the amount of \$ 25,000.

Given under my hand and seal this 12 day of February, 2015.

CIRCUIT JUDGE/
VOLUSIA COUNTY, FLORIDA

EXTRADITION INFORMATION:

ENTER INTO NCIC/FCIC
NATIONWIDE

7th. Judicial Circuit 707 Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of 3

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: <u>2015 300732 GR</u>	
(ORI) FL: 0 6 4 0 1 5 A		Agency Name: State Attorney's Office - Daytona Beach		Agency Case Number: SAIDB140717008	
FCIC/NCIC Check? Yes ☒ No ☐		OBTS# N/A		UCR: N/A	Date Arrested: N/A
ADDRESS OF ARREST: N/A		Arrested By: N/A		ID Number: N/A	
DEFENDANT		Name (L,F,M): Landau, Glenn David		A.K.A.: UNKNOWN	
DOB: 10/07/1962		Age: 52		Driver's Lic/ID No.:	
Height: 6'00"		Weight: 235		Hair: Grey	
		Eyes: Brown		POB (City, St, Country): New Jersey, USA	
Scars, Marks, Tattoos: UNKNOWN		Business & Occupation: Owner: Fryers Towing Service		Statement: Yes ☒ No ☐	
Probation: Yes ☐ No ☒		Sexual Predator: Yes ☐ No ☒		English: Yes ☒ No ☐	
Deaf/Mute: Yes ☐ No ☒					
Address-Mailing/Permanent		(STREET, APT. NUMBER)		(CITY)	(STATE)
722 N. Seagrave Street				Daytona Beach	FL
				ZIPCODE	RESIDENCE PHONE
				32114	
Address-Local		(STREET, APT. NUMBER)		(CITY)	(STATE)
722 N. Seagrave Street				Daytona Beach	FL
				ZIPCODE	RESIDENCE PHONE
				32114	
Address-Other(Employer/School)		(STREET, APT. NUMBER)		(CITY)	(STATE)
722 N. Seagrave Street				Daytona Beach	FL
				ZIPCODE	BUS/SCHOOL PHONE
				32114	386-255-0481
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☒ Statement(s) ☒ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐	
		Total Charges: 2			
#1	Charge: Grand Theft Motor Vehicle	FEL ☒ MISD ☐ ORD ☐	FS/ORD: 812.014(2)(c)(6)	Citation No.: N/A	Bond: N/A
#2	Charge: Liens for Recovering, Towing or Storage of Vehicles	FEL ☐ MISD ☒ ORD ☐	FS/ORD: 713.78(12)(a)	Citation No.: N/A	Bond: N/A
#3	Charge: N/A	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.: N/A	Bond:
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☒ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☒ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M): N/A		Race: N/A		Sex: N/A	DOB: N/A
#2 NAME(L,F,M): N/A		Race: N/A		Sex: N/A	DOB: N/A
		Age: N/A			
		Age: N/A			
NARRATIVE					
The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the <u>between the 16th day of May and the 9th day of July, 2014</u> , at approximately _____ ☐ a.m. ☐ p.m. at <u>722 Seagrave Street Daytona Beach and other locations within Volusia County</u> , violated the law and did then and there:					
Defendant (Def.) Glenn David Landau owns and manages Fryers Towing Service located at 722 Seagrave Street Daytona Beach, Florida 32114. Between May 16th and July 9th, 2014 Def. Landau, in Volusia County Florida, was a person regularly engaged in the business of recovering, towing or storing vehicles or vessels and did tow and come into the possession of a 2014 Ford Mustang Convertible, black in color bearing Vehicle Identification Number (VIN) _____ and Georgia tag _____ from a law enforcement request by the Holly Hill Police Department on May 16, 2014. The described motor vehicle was reported stolen from its owner, Gary Yeomans Ford Dealership, in Daytona Beach, Volusia County, Florida on May 11, 2014 and valued at \$32,500.00 (brand new motor vehicle). The described stolen Mustang was recovered by the Holly Hill Police Department (HHPD) on May 16, 2014 and was towed by Fryers Towing Service at the HHPD's request. HHPD Officer Nicholas Champion provided Fryers Towing Service wrecker operator Doug English with a copy of the HHPD Vehicle Recovery Report (commonly referred as a "tow sheet") prepared by Officer Champion, which identifies the owner of the vehicle as Gary Yeomans Ford at the Daytona Beach Auto Mall, which Doug English admittedly signed. (Continued page 2....)					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☒		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☐	
				FINE, AND COSTS AMOUNT: N/A	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.					
SIGNATURE OF DEFENDANT		DATE		RELATIONSHIP TO JUVENILE	
				N/A	
Sworn to and subscribed before me, the undersigned This <u>11</u> day of <u>Feb</u> , <u>2015</u>		I swear/affirm the above statements are correct and true.		Juve Disp. N/A	
Name: <u>John (Jack) Bisland</u>		OFFICER'S/COMPLAINANT'S SIGNATURE		CITATION No. N/A	
Notary Public ☐ Law Enforcement or Corrections Officer ☒		NAME(PRINTED)		ID NUMBER	
Personally Known ☒ Produced Identification ☐		Inv John(Jack) Bisland		SA729	
Type of Identification: LEO		Inmate Number & facility: N/A			
OFFICIAL USE ONLY					

707 - COURT COPY

Narrative 707-B Supplement

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

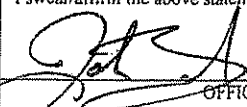
Page # 2 of 3

Defendant Name: Glenn Landau		Agency Case Number: SAIDB-140717008	
CHARGES	DOMESTIC VIOLENCE? YES ☐	Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐	Total Charges: 2
# 1	Charge: Grand Theft Motor Vehicle	FEL ☒ MISD ☐ ORD ☐	FS/ORD: 812.014(1)(a)(c)6 Citation No: Bond:
# 2	Charge: Liens for Recovering, Towing or Storage of Vehicles	FEL ☐ MISD ☒ ORD ☐	FS/ORD: 713.78(4)(a)(d)4 Citation No: Bond:
#	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD: Citation No: Bond:

Additionally, Officer Champion advised he verbally told the tow truck driver from Fryers that the Mustang had been stolen and was owned by Gary Yeomans Ford who would be contacting Fryers within the next few days. Def. Landau and Doug English denied receiving the HHPD Vehicle Recovery Report and subsequently Def. Landau endeavored to obtain title of the Mustang, knowing the owner of the motor vehicle was Gary Yeomans Ford, however reporting the owner was unknown and claimed a lien for recovery, towing and storage of the described vehicle in the amount of \$1,811.01 (Fryers Towing Service Invoice # P-201471) dated July 9, 2014 (55 days after recovery of the motor vehicle). Knowing the motor vehicle was owned by Gary Yeomans Ford Defendant Landau used the Florida State Statute 713.78 to conceal the fact that he knew the Mustang was owned by Gary Yeomans Ford and circumvented the requirement to contact the HHPD and obtain or review their police report which would have identified the owner.

The recovery, towing, storage and lien of the described 2014 Mustang require Def. Landau to give notice to the registered owner, the insurance company insuring the motor vehicle and to all persons claiming a lien as disclosed by records in the Department of Highway Safety and Motor Vehicles (DHSMV) or any corresponding agency in another state which identifies the vehicle through a record check of the National Motor Vehicle Title Information System (NMVTIS) or an equivalent commercially available system as being registered or titled. With the knowledge that the Mustang was owned by Gary Yeomans Ford, Def. Landau initiated and performed several statutory requirements to meet a "good faith" effort as outlined in Florida State Statute (FSS) to identify the owner of the motor vehicle however violated the provision identified in FSS 713.78 by failing to check or request the Holly Hill Police Department report for the tag number or other information identifying the motor vehicle which is a misdemeanor of the first degree. Completing some of the requirements of the "Good Faith" section of the statute allowed Def. Landau to give the appearance of legitimately searching for the true owner of the Mustang, however he also knew the searches conducted would provide "No Record Found" results regarding the identity of the owner. A check of the Holly Hill Police Department report for the tag number or other information identifying the motor vehicle would have resulted in the immediate identification of the owner; Gary Yeomans Ford. Again, Fryer's Towing Service received the "Tow Sheet" portion of that report on May 16, 2014 which clearly identified the owner as Gary Yeomans Ford which both Doug English and Def. Landau deny receiving.

When interviewed on August 14, 2014 Defendant Landau denied knowledge that Gary Yeomans Ford was the owner of the described 2014 Mustang when the title application was submitted to the tag office on July 9, 2014. Later on July 9, 2014 the tag office notified Gary Yeomans Ford that a title application had been received from Fryers Towing Service for their stolen Mustang which resulted in the recovery of the motor vehicle from Fryers Towing Service. Def. Landau telephonically contacted Tag Office Manager Brendan Kilroe who reported that Def. Landau was upset and spoke specifically about the Mustang stating; it was stolen, I recovered it, I have rights, I did my due diligence and I should be getting a title for that no questions about it. In response to Def. Landau's statement that his rights were being infringed, Mr. Kilroe advised he reminded Def. Landau that Fryers is a company not a private individual and additionally told Def. Landau that the paperwork they had submitted for the title application could not be processed anyway because it was insufficient based on State requirements. (Continued on page #3)....

Sworn to and subscribed before me, the undersigned this <u>11</u> day of <u>Feb</u> , <u>2015</u>	I swear/affirm the above statements are correct and true.	Right thumb
Name: <u>John (Jack) Bisland</u>		
Notary Public ☐ Law Enforcement Officer ☒ Personally Known ☒ Produced Identification ☐	OFFICER'S/COMPLAINANT'S SIGNATURE	
Type of Identification:	NAME (PRINTED) <u>John (Jack) Bisland</u>	ID NUMBER <u>51729</u>

Narrative 707-B Supplement

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☐ Adult
☐ Juvenile

Court Case
Number:

Page # 3 of 3

Defendant Name: Glenn Landau		Agency Case Number: SAIDB-140717008	
CHARGES	DOMESTIC VIOLENCE? YES ☐	Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐	
# 1	Charge: Grand Theft Motor Vehicle	FEL ☒ MISD ☐ ORD ☐	FS/ORD: 812.014(1)(a)(c)6
# 2	Charge: Liens for Recovering, Towing or Storage of Vehicles	FEL ☐ MISD ☒ ORD ☐	FS/ORD: 713.78(4)(a)(d)4
#	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:

Mr. Kilroe stated that Def. Landau then made the accusation that someone in the tag office is getting paid under the table to notify the dealerships. Mr. Kilroe responded stating the reason they called the dealership (Gary Yeomans Ford) was because it was their vehicle, to which Def. Landau responded

Def. Landau's own statement to Mr. Kilroe reveals his knowledge of Gary Yeomans Ford as the owner at the time his company towed the Mustang which was prior to seeking title of the motor vehicle and reporting he did not know the identity of the owner in the title application. When asked why he did not contact the HHPD for their report Def. Landau advised

Based on the facts outlined above, your affiant has probable cause to believe that Def. Glenn Landau did between May 16, 2014 and July 9, 2014, in Volusia County Florida, knowingly endeavored to obtain the described 2014 Ford Mustang motor vehicle, with the intent to temporarily or permanently deprive Gary Yeomans Ford of the company's right or benefit from the motor vehicle by attempting to have it titled to Fryers Towing Service, knowing the vehicle was owned by Gary Yeomans Ford. This in violation of Florida State Statute 812.014(2)(c)(6), a felony of the third degree. Additionally, Def. Landau failed to conduct a check of the law enforcement report, specifically the Holly Hill Police Department report, for a tag number or other information identifying the vehicle or vessel, and the vehicle or vessel was towed at the request of a law enforcement officer. This in violation of Florida State Statute 713.78(12)(a), a misdemeanor of the first degree.

Sworn to and subscribed before me, the undersigned this <u>11</u> day of <u>Feb</u> , <u>2015</u>	I swear/affirm the above statements are correct and true.	Right thumb
Name: <u>[Signature]</u>	OFFICER'S/COMPLAINANT'S SIGNATURE	
Notary Public ☐ Law Enforcement Officer ☒ Personally Known ☒ Produced Identification ☐	NAME (PRINTED) <u>[Signature]</u>	ID NUMBER <u>SA725</u>
Type of Identification:		

707-B - COURT COPY

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **UNIVERSAL TOWING, INC.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

W I T N E S S E T H

1. The Towing Company shall provide the following services:
 - a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
 - b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
 - c. When authorized by a representative of the City, the Towing Company shall tow and/or service the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; and (2) vehicles seized under Chapter 932, Florida Statutes.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled city owned or leased vehicle that shall be towed shall be removed from its point of disability (within a twenty (20) mile radius of the City limits to any point within the City) as may be directed by the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.
- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (cleanups).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Chief of Police 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 Chief of Police 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.

- i. 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.
 - j. All services rendered by the Towing Company under this Section 1 shall be at no expense to the City, unless specifically provided otherwise.
2. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay monthly to the City, beginning December 10, 2015, the sum of Eight Thousand Six Hundred and 00/100 Dollars (\$8,600.00) per month, so long as this Agreement is in effect.

3. Term

- a. The term of this Agreement shall begin November 10, 2015, and end November 9, 2016.
- b. Extension - The City shall have the option of extending this contract for two (2) consecutive twelve-month periods: (1) The first extension period beginning on November 10, 2016 and ending on November 9, 2017 and shall include a 2% increase; (2) The second extension period beginning on November 10, 2017 and ending on November 9, 2018 and shall include a

2% increase.

- c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

4. Rate Charged Owners and the City

- a. The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.15-13; a copy of the Resolution is attached as Exhibit "A".
- b. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- c. Charging rates in excess of the legal maximum rate, shall be considered a breach of this Agreement and shall be grounds for termination as provided in paragraph 23.
- d. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously in Paragraph 1.c. The City shall not be charged for any services rendered to it under this agreement except as specifically provided under this agreement.
- e. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- f. The services specified in Section 1 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall not be responsible for payment of towing charges or storage costs.

5. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in Paragraph 4.e, excluding those

vehicles seized and held for possible forfeiture by the City. The City shall not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

6. Storage Facilities and Office

- a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:
 - (1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.
 - (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.
 - (3) Be located within a **seven (7) mile radius** from the City of Port Orange limits, on the same premises as the office.
- b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 3. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease and any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property and any change in ownership.
- c. The Towing Company shall have an employee on duty at said storage facility from 7:00 A.M. to 5:00 P.M. Monday through Friday, **excluding legal holidays and shall have an employee available on call for Police Department access to said facility out of hours and on holidays.** An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.

- d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility shall subject this Agreement to termination as provided in paragraph 23.
- e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of contract or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to insure compliance with this Agreement.
- f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

7. Wrecker Equipment and Wrecker Company Personnel

- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: two (2) Class "A" wreckers, one (1) of which shall have four-wheel drive; one (1) Class "C" wrecker; and one (1) car carrier. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the Rules of the Police Department attached hereto as Exhibit "B".
- b. No owner, partner, employee, or agent of the Towing Company shall have been:
 - (1) Convicted of any felony within the last ten (10) years.
 - (2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld

and the accused is placed on probation, within the last ten (10) years.

- c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.
- d. For prequalification; upon extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license numbers of all employees of the Towing Company.

8. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

9. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

10. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

11. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall

inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

12. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof.

13. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day.

14. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

15. Itemized Statements

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

16. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability policy covering fire, theft, and other insurable perils in the minimum amount of \$75,000.00, and a deductible not exceeding \$1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$250,000.00.

(5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for

bodily injury and property damage of no less than \$250,000.00.

- (6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

Risk Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 17 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

18. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the

Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this contract shall be submitted with the monthly payment. Such invoices may be in the form of a computer printout.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.
 - (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center fax #386-254-1597**.
 - (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

19. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

20. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances,

resolutions, and the Rules of the Port Orange Police Department, Exhibit "B", unless otherwise provided by ordinance or this Agreement.

21. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond or provide a letter of credit. The surety shall be an A rated or better company. The performance bond or letter of credit shall be in the amount of \$50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

- a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 23, for the purpose of defraying the cost of rebidding this Agreement.

22. Penalty

Penalty for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive monetary penalty and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed the penalty for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

23. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operators under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 21 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

24. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a

breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 23 herein.

25. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications, attached hereto, are made a part of this Agreement, as if fully set forth herein.
- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2015.

WITNESSES:

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

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

WITNESSES:

UNIVERSAL TOWING, INC.,

By: _____

Name: Laurie A. Campagnuolo, President

Attest: _____

Name: _____

Title: _____

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Authorization of \$37,265 in Encumbrance for Services by Giles Electric Company in FY2016

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve encumbrance of \$37,265 for electrical services by Giles Electric for FY2016 subject to the approval of the FY2016 operating budgets.

SUMMARY: The City of Port Orange is currently under contract with Giles Electric Company via piggyback agreement through the City of South Daytona until May 13, 2016. At that time, the contract can be extended up to three (3) additional one year terms provided both parties are in agreement.

Giles Electric Company provides electrical services to Public Works and Parks and Recreation and the total budgeted expenditure for FY2016 is \$37,265.

The current purchase order with Giles Electric Comany expires on September 30, 2015. Therefore, it is requested that \$37,265 be encumbered for FY2016 subject to the approval of the FY2016 operating budgets.

Project No.: Funding Account No.: 506-4200-539-34-14
001-4400-572-34-14
 450-0300-579-34-01

ATTACHMENTS:

1.	Giles South Daytona RFP No. 13-001	2014-2015 Giles contract with South Daytona and letter from Giles.pdf
2.	Giles Piggyback City of Port Orange	GILES PIGGYBACK AGMT february 2015 thru may 2016.pdf
3.	Amendment No. 1	Giles Electric Company Amendment No 1.pdf

Cockcroft, Kynah
Adumuah, Branford
Riehm, Tracey
Lovallo, Susan
Gomez, Joseph
Harden, David

Created/Initiated - 08/06/2015
Approved - 08/06/2015
Approved - 08/07/2015
Approved - 08/10/2015
Approved - 08/10/2015
Final Approval - 08/10/2015



Post Office Box 214176
1700 South Segrave Street
South Daytona, Florida 32121-4176
Phone 386-767-5895
Fax 386-767-6260
EC 0001538
www.gileselectriccompany.com

OFFER TO EXTEND ELECTRICAL SERVICES TO THE CITY OF PORT ORANGE

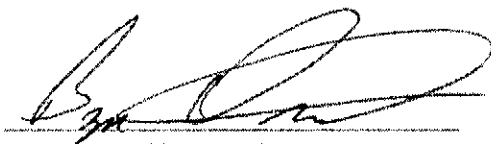
This OFFER TO EXTEND ELECTRICAL SERVICES is dated September 9, 2014 by Giles Electric Company, Incorporated, located at 1700 South Segrave Street, South Daytona, Florida. This offer is made to the City of Port Orange at 1000 City Center Circle, Port Orange, Florida.

Giles Electric Company, Inc., founded in 1970, is a full service electrical contracting firm specializing in the installation and maintenance of electrical systems for Commercial, Industrial, Governmental, Institutional Facilities and Residential Homes throughout the State of Florida. Giles Electric is a local leader in providing superior service to governmental agencies including public safety facilities, city gymnasiums, parks, administrative offices, and other city-owned or leased properties.

Giles Electric Company, Inc. offers to provide electrical services to the City of Port Orange whereas the terms are identical to that of a current contract between Giles Electric Company, Inc. and the City of South Daytona.

The contract between Giles Electric Company, Inc. and the City of South Daytona is attached. This agreement, signed May 14, 2013 between Giles Electric Company, Inc. and the City of South Daytona is all-inclusive. The contract includes insurance requirements, indemnification, compensation, work authorization, time reporting, labor rates, and other specifications of service.

The contract between Giles Electric Company, Inc. and the City of South Daytona is offered immediately to the City of Port Orange with the same terms, with the effective date at the discretion of the City of Port Orange. Giles Electric Company, Inc. offers the contract through September 30, 2015.

By: 
(Signature)

Dated: 9/9/2014

Name: Byron Overstreet
(Print name)

Title: Vice President

**AGREEMENT FOR THE PROVISION OF ELECTRICAL
SERVICES TO THE CITY OF SOUTH DAYTONA**

THIS AGREEMENT is entered into this 14 day of May 2013 by and between the City of South Daytona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1672 South Ridgewood Avenue, South Daytona, Florida 32119 hereinafter referred to as **CITY**, and Giles Electric Company, Inc., a business corporation, with administrative offices at 1700 Segrave Street, South Daytona, Florida 32119, hereinafter referred to as **CONTRACTOR**, for the services identified herein on the following terms and conditions.

PURPOSE. The purpose of this Agreement is for the **CONTRACTOR** to provide labor, equipment and materials for full electrical service to the **CITY** on an as-needed basis.

TERM OF THE AGREEMENT. The term of this Agreement shall be five (5) years from the date of the Agreement as entered above. This Agreement may be extended for one additional three (3) year term if both parties agree in writing before the expiration of the original contract term.

WORK AUTHORIZATION. This Agreement shall be on an as-needed basis with each project being secured and billed individually.

COMPENSATION. The **CITY** shall pay the **CONTRACTOR** in accordance with the compensation set forth in the hereto attachment marked as "Exhibit A". The **CITY** shall pay the sum invoiced within thirty (30) days of receipt of the bill from the **CONTRACTOR**.

CONTRACTOR PERSONNEL. All **CONTRACTOR** personnel shall be familiar with the Occupational Safety and Health Administration (OSHA) requirements including the provisions of the National Electric Safety Code (NESC). The **CITY** reserves the right to require disciplinary action or reassignment of any **CONTRACTOR** personnel whose behavior is inconsistent with the **CITY**'s objectives of providing pleasant and responsive services to its facilities.

TIME REPORTING. The **CONTRACTOR** shall maintain time sheets for all employees that perform work for the **CITY**. The records shall denote the time the employee worked and identification of the nature and location of the work. These time sheets are to be used for billing purposes.

OVERTIME. Work activities shall be scheduled in a manner designed to limit scheduled overtime.

INSURANCE REQUIREMENTS. The CONTRACTOR shall purchase, at his own expense and maintain throughout the duration of this agreement, types and amounts of insurance in form and companies satisfactory to the CITY and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown below:

GENERAL LIABILITY*

Bodily Injury:	\$1,000,000.00, each occurrence
	2,000,000.00, aggregate
Property:	1,000,000.00, each occurrence
	1,000,000.00, aggregate
	or
	1,000,000.00, bodily injury
	2,000,000.00, and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

AUTOMOBILE LIABILITY**

Bodily Injury:	\$1,000,000.00, each person
	1,000,000.00, each accident
Property Damage:	1,000,000.00, each accident or
	1,000,000.00, bodily injury and property damage combined each occurrence

**Including: owned, hired & employer's non-owned vehicle(s)
Worker's Compensation: Statutory: as required by the State of Florida
Employer's Liability: \$1,000,000.00 each accident
Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the CONTRACTOR must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started and throughout the term of this Agreement. Insurance companies must be licensed to conduct insurance business in the state of Florida with a best rating guide rating of A. **THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY.** It is requested that the CITY be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. All insurances are to be project specific to this contract, not general umbrella insurance.

INDEMNIFICATION. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims

regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification shall survive the termination or expiration of the Agreement.

ACCIDENTS AND CLAIMS. The CONTRACTOR shall be held responsible for all accidents and shall indemnify and protect the CITY from all suits, claims and actions brought against the CITY and all costs for liability to which the CITY may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work. This indemnification shall survive the termination or expiration of the Agreement.

AGREEMENT TERMINATION PROVISION. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice be the date the receipt therefore is signed by an employee, official or representative of the other party.

SEVERABILITY. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

LAWS AND REGULATIONS. The CONTRACTOR at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the CITY against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

DISPUTE RESOLUTION. In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

INTEGRATION CLAUSE. This contract 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.

NON-EXCLUSIVE AGREEMENT. The CITY reserves the right to bid larger projects, as determined by the CITY, as well as those projects in which the electrical work will be subcontracted by the prime contractor. This is a Non-Exclusive Agreement.

ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for the provision of electrical services to the City of South Daytona have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

GILES ELECTRIC COMPANY, INC.

By: Tammy Doney
(Signature)

Name: Tammy Doney
(Print Name)

Title: HR

Dated: 5-14-13

By: Bradley S. Giles
(Signature)

Name: Bradley S. Giles
(Print Name)

Title: President

Dated: May 14, 2013

ATTEST:

CITY OF SOUTH DAYTONA

By: Debbie Fitz-Gerald
Name: Debbie Fitz-Gerald
Title: Deputy City Clerk

Dated: 05-14-13

By: George Fisk Locke, III
Name: George Fisk Locke, III
Title: Mayor

Dated: 05-14-13

By: Joseph W. Yarbrough
Name: Joseph W. Yarbrough
Title: City Manager

Dated: 5/14/13

EXHIBIT A - SERVICE RATES

	Journeyman Only ⁵	Crew ⁶
Service Call - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 65	\$ 90
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 97.50	\$ 135
Holidays (as defined by the City)	\$ 130	\$ 180
 Fire Alarm / Security / CCTV / Entry Systems - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 80	\$ 105
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 120	\$ 157.50
Holidays (as defined by the City)	\$ 160	\$ 230
 Equipment Hourly Rates ^{1,2,3}		
Bucket Truck	\$ 55	\$ 55
Auger Truck	N/A ⁴	\$ 65
Scissor Lift	N/A ⁴	\$ 125 (25 ft)

Material Costs

Cost + 15 % ⁷

¹ Rates are per hour with a one hour minimum charge.

² Hourly rates are billed in ½ hour increments after the first hour.

³ Charged in addition to the journeyman and/or crew rate.

⁴ This piece of equipment requires a crew to operate.

⁵ Journeyman is defined as a Journeyman Wireman.

⁶ Crew is defined as a Journeyman plus one apprentice or helper.

⁷ Receipts for all materials used must be submitted with each invoice.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 15 day of May, 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 **GILES ELECTRIC COMPANY ("CONTRACTOR")**, a Florida corporation whose principal address is 1700 South Segrave Street, South Daytona, FL 32119 (collectively "the Parties").

WHEREAS, on the 14th day of May, 2013, the City of South Daytona entered into a Contract with Giles Electric Company, pursuant to Request for Proposals No. 13-001 (the "South Daytona Agreement"); and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the South Daytona Agreement for the acquisition of electrical services for the City of Port Orange; and

WHEREAS, the South Daytona Agreement provides for an initial term commencing on May 14, 2013 and continuing until May 13, 2018 with one (1) optional three (3) year renewal; and

WHEREAS, a copy of Request for Proposals No. 13-001: Electrical Services and the South Daytona Agreement are 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. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on February 17, 2015 and continuing until May 13, 2016.
2. Renewals. Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for three (3) additional one (1) year periods, subject to appropriation by City Council for the then current Fiscal Year. The term of this Contract shall be automatically extended at the end of the initial term for three (3) additional one (1) year terms unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended.
3. Contractor Obligation. Contractor agrees to provide labor, equipment and materials for full electrical service to the City at the prices set forth in the South Daytona Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
4. Authorization for Services. This Contract standing alone does not authorize the purchase of labor, equipment and materials for full electrical service or require the City to place any orders for labor, equipment and materials for full electrical service. Exhibit "1" attached hereto is for informational purposes only, and no order shall

be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will provide any goods nor 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 goods and 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 prices set forth in the South Daytona Agreement pursuant to an amount subject to a limit up to but not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) during the term of this Contract. The City shall make payment on all invoices in accordance with 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 "2" and must be completed, at the City's expense, 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 Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph 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>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 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> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.**

28. Additional Provisions

(a) As may have been outlined in the South Daytona 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 South Daytona Agreement to the "City of South Daytona" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the South Daytona Agreement and this Contract, this Contract with the City of Port Orange shall control.

29. 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.

30. 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: **Department Head Requesting Service**
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Giles Electric Company
Attention: Byron Overstreet, Vice President
1700 South Seagrave Street
South Daytona, Florida 32119
(386) 767-5895 – Business Telephone
(386) 767-6260 – Business Facsimile
byron.overstreet@gileselectriccompany.com

Post Office Box 214176
South Daytona, Florida 32121-4176

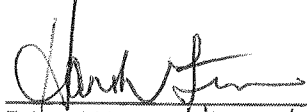
Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses 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.

31. 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.

32. 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:

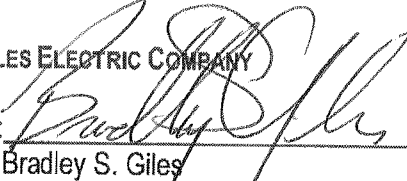


Printed Name: Hannah Froman



Printed Name: Bryan Overstreet

GILES ELECTRIC COMPANY

By: 

Bradley S. Giles

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: 5/4/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of May, 2015, by Bradley S. Giles, as President of Giles Electric Company, a Florida corporation, and who:

[Notary: Please select one]

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



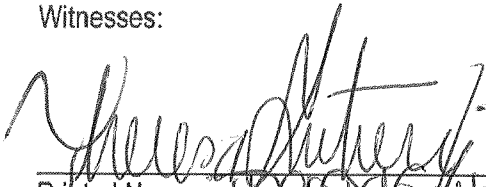
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Deborah VanLint
Notary Public, State of Florida
My Comm. Expires Oct. 19, 2017
Commission No. FF 60706

Witnesses:


Printed Name: Theresa Gutierrez


Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

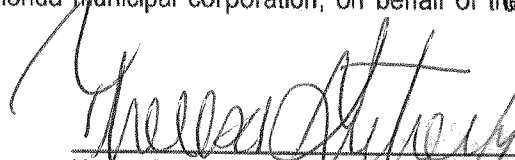
By: 
Allen Green, Mayor

Date: 5/15/15

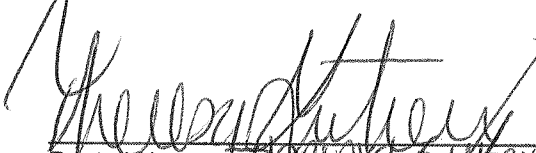
STATE OF FLORIDA
COUNTY OF VOLUSIA

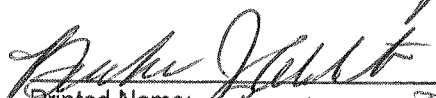
The foregoing instrument was acknowledged before me this 15 day of May, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.




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

Witnesses:


Printed Name: Theresa Gutierrez


Printed Name: Barbara J. Abbate

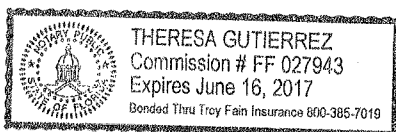
ATTEST:

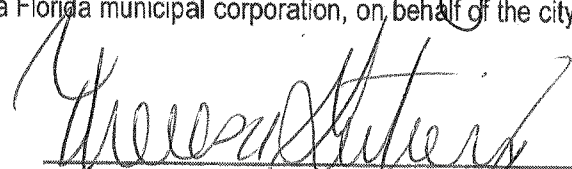
By: 
Robin L. Fenwick, CMC, City Clerk

Date: 5/15/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15 day of May, 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 4722]

EXHIBIT A - SERVICE RATES

	Journeyman Only ⁵	Crew ⁶
Service Call - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 65	\$ 90
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 97.50	\$ 135
Holidays (as defined by the City)	\$ 130	\$ 180
 Fire Alarm / Security / CCTV / Entry Systems - Hourly Labor Rates ^{1,2}		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 80	\$ 105
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 120	\$ 157.50
Holidays (as defined by the City)	\$ 160	\$ 230
 Equipment Hourly Rates ^{1,2,3}		
Bucket Truck	\$ 55	\$ 55
Auger Truck	N/A ⁴	\$ 65
Scissor Lift	N/A ⁴	\$ 125 (25 ft)

Material Costs

Cost + 15 % ⁷

¹ Rates are per hour with a one hour minimum charge.

² Hourly rates are billed in ½ hour increments after the first hour.

³ Charged in addition to the journeyman and/or crew rate.

⁴ This piece of equipment requires a crew to operate.

⁵ Journeyman is defined as a Journeyman Wireman.

⁶ Crew is defined as a Journeyman plus one apprentice or helper.

⁷ Receipts for all materials used must be submitted with each invoice.

**AMENDMENT NO. 1
TO PIGGYBACK AGREEMENT DATED MAY 15, 2015**

THIS AMENDMENT NO. 1 TO PIGGYBACK AGREEMENT DATED MAY 15, 2015 ("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 **GILES ELECTRIC COMPANY**, a Florida corporation whose principal address is 1700 South Segrave Street, South Daytona, Florida 32119 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 15th day of May, 2015, the Parties entered into a Piggyback Agreement (the "Contract") for the acquisition of electrical services for the City of Port Orange commencing on February 17, 2015 and continuing until May 13, 2016; and

WHEREAS, the Parties desire to amend the amount of the Contract for the 2016 fiscal year for an amount up to but not to exceed \$37,265.00 for the acquisition of electrical services; 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.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor in amount up to but not to exceed Thirty-Seven Thousand Two Hundred Sixty-Five and 00/100 Dollars (\$37,265.00) for the acquisition of electrical services during the 2016 fiscal year, subject to approval by the 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.

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.

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:

GILES ELECTRIC COMPANY

By: _____
Bradley S. Giles, President

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Bradley S. Giles, as President of Giles Electric Company., 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:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Piggyback on the Florida Sheriff's Association Contract # 15/17-07-0220 to Purchase Tires and Related Services

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve the piggyback on the Florida Sheriff's Association contract #15/17-7-0220 to purchase tires for fleet vehicles and equipment for FY2016 and FY2017 from Total Tire & Service subject to the approval of the FY2016 Fleet Vehicle Maintenance budget and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Public Works' Fleet Maintenance Division seeks approval to piggyback on the Florida Sheriff's Association contract #15/16-07-0220 with Goodyear Tires to purchase tires and related services for City vehicles and equipment. The purchases will be made from local dealer Total Tire & Service in Port Orange for an amount not to exceed \$10,000 for the remainder of FY 2015 and \$55,000 in FY 2016 subject to the approval of the FY2016 Fleet Vehicle Maintenance budget.

The current piggyback contract for purchasing tires and related services with the State of Florida expires August 27, 2015.

Project No.: Funding Account No.: 503-4500-519-5220

ATTACHMENTS:

1.	FSA Memo Re: Tire Bid # 15/17-7-0220	FSA Tire Bid Memo_of_Award.dotx
2.	FSA Award Goodyear Price List	FSA Award Goodyear_Tire_Bid_Pricing.pdf
3.	FSA Awarded Dealer List	FSA Goodyear_Tire_Dealer_List.pdf
4.	Piggyback Agreement	JA Tire & Service dba Total Tire & Service Piggyback Agreement with City of Port Orange.pdf

Fontane, Jeff
Adumuah, Branford
Riehm, Tracey
Gomez, Joseph

Created/Initiated - 08/04/2015
Approved - 08/06/2015
Approved - 08/07/2015
Approved - 08/10/2015

Roberts, Margaret
Harden, David

Approved - 08/12/2015
Final Approval - 08/12/2015

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
Goodyear - Pursuit Tires											
Eagle Ultra Grip GW 2											
P225/60R16	BCS	V SL	147354070	\$ 97.69	\$ 1.00	\$ 2.00	\$ 100.69	\$ 3.00	\$ -	\$ 10.95	\$ 114.64
Eagle Ultra Grip GW 3											
235/50R18	VS	V XL	166041528	\$ 135.20	\$ 1.00	\$ 2.00	\$ 138.20	\$ 3.00	\$ -	\$ 10.95	\$ 152.15
245/55R18	VS	V SL	166042528	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
265/60R17	VS	H SL	166043528	\$ 128.11	\$ 1.00	\$ 2.00	\$ 131.11	\$ 3.00	\$ -	\$ 10.95	\$ 145.06
P235/55R17	VS	V SL	166579530	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40
P225/60R18	VS	V SL	166585530	\$ 126.22	\$ 1.00	\$ 2.00	\$ 129.22	\$ 3.00	\$ -	\$ 10.95	\$ 143.17
Eagle RS-A											
P235/55R17	VS	W SL	732002500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
245/55R18	VS	V SL	732026500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/50R18	VS	W XL	732276500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/55R17	VS	W SL	732297500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
P265/60R17	VS	V SL	732301500	\$ 125.03	\$ 1.00	\$ 2.00	\$ 128.03	\$ 3.00	\$ -	\$ 10.95	\$ 141.98
P225/60R18	VS	W SL	732312500	\$ 125.59	\$ 1.00	\$ 2.00	\$ 128.59	\$ 3.00	\$ -	\$ 10.95	\$ 142.54
P225/60R16	VS	V SL	732354148	\$ 98.00	\$ 1.00	\$ 2.00	\$ 101.00	\$ 3.00	\$ -	\$ 10.95	\$ 114.95
P225/60R16	VS	V SL	732354500	\$ 90.89	\$ 1.00	\$ 2.00	\$ 93.89	\$ 3.00	\$ -	\$ 10.95	\$ 107.84
Goodyear - Passenger Tires											
Eagle F1 Asymmetric All Season											
245/40Z17	VS	W SL	104037357	\$ 119.64	\$ 1.00	\$ 2.00	\$ 122.64	\$ 3.00	\$ -	\$ 10.95	\$ 136.59
255/40Z17	VS	W SL	104040357	\$ 112.71	\$ 1.00	\$ 2.00	\$ 115.71	\$ 3.00	\$ -	\$ 10.95	\$ 129.66
245/40Z19	VS	Y SL	104041357	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
255/40Z19	VS	Y SL	104086357	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
225/50Z17	VS	W SL	104090357	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
235/50Z17	VS	W SL	104091357	\$ 118.38	\$ 1.00	\$ 2.00	\$ 121.38	\$ 3.00	\$ -	\$ 10.95	\$ 135.33
225/45Z17	VS	W SL	104097357	\$ 98.23	\$ 1.00	\$ 2.00	\$ 101.23	\$ 3.00	\$ -	\$ 10.95	\$ 115.18
245/45Z18	VS	Y SL	104100357	\$ 132.86	\$ 1.00	\$ 2.00	\$ 135.86	\$ 3.00	\$ -	\$ 10.95	\$ 149.81
245/40Z18	VS	Y SL	104107357	\$ 138.53	\$ 1.00	\$ 2.00	\$ 141.53	\$ 3.00	\$ -	\$ 10.95	\$ 155.48
245/45Z17	VS	Y SL	104109357	\$ 113.97	\$ 1.00	\$ 2.00	\$ 116.97	\$ 3.00	\$ -	\$ 10.95	\$ 130.92
205/45Z17	VS	W XL	104115357	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
255/45Z18	VS	W SL	104126357	\$ 139.16	\$ 1.00	\$ 2.00	\$ 142.16	\$ 3.00	\$ -	\$ 10.95	\$ 156.11
225/55Z17	VS	W SL	104129357	\$ 102.01	\$ 1.00	\$ 2.00	\$ 105.01	\$ 3.00	\$ -	\$ 10.95	\$ 118.96
255/35Z18	VS	Y XL	104135357	\$ 155.53	\$ 1.00	\$ 2.00	\$ 158.53	\$ 3.00	\$ -	\$ 10.95	\$ 172.48
275/40Z17	VS	W SL	104138357	\$ 125.31	\$ 1.00	\$ 2.00	\$ 128.31	\$ 3.00	\$ -	\$ 10.95	\$ 142.26

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
275/40ZR18	VSB	Y SL	104148357	\$ 169.39	\$ 1.00	\$ 2.00	\$ 172.39	\$ 3.00	\$ -	\$ 10.95	\$ 186.34
235/50R18	VSB	W SL	104207357	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/40ZR18	VSB	Y XL	104225357	\$ 112.08	\$ 1.00	\$ 2.00	\$ 115.08	\$ 3.00	\$ -	\$ 10.95	\$ 129.03
205/55ZR16	VSB	W SL	104294357	\$ 84.38	\$ 1.00	\$ 2.00	\$ 87.38	\$ 3.00	\$ -	\$ 10.95	\$ 101.33
275/35ZR18	VSB	Y SL	104376357	\$ 159.94	\$ 1.00	\$ 2.00	\$ 162.94	\$ 3.00	\$ -	\$ 10.95	\$ 176.89
275/35ZR20	VSB	Y XL	104379357	\$ 188.91	\$ 1.00	\$ 2.00	\$ 191.91	\$ 3.00	\$ -	\$ 10.95	\$ 205.86
285/30ZR19	VSB	Y XL	104382357	\$ 190.17	\$ 1.00	\$ 2.00	\$ 193.17	\$ 3.00	\$ -	\$ 10.95	\$ 207.12
255/50ZR19	VSB	W XL	104383357	\$ 171.27	\$ 1.00	\$ 2.00	\$ 174.27	\$ 3.00	\$ -	\$ 10.95	\$ 188.22
235/55ZR17	VSB	W SL	104434357	\$ 110.82	\$ 1.00	\$ 2.00	\$ 113.82	\$ 3.00	\$ -	\$ 10.95	\$ 127.77
285/35ZR19	VSB	Y SL	104545357	\$ 189.54	\$ 1.00	\$ 2.00	\$ 192.54	\$ 3.00	\$ -	\$ 10.95	\$ 206.49
235/40ZR18	VSB	Y XL	104619357	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
265/35ZR18	VSB	Y XL	104626357	\$ 154.27	\$ 1.00	\$ 2.00	\$ 157.27	\$ 3.00	\$ -	\$ 10.95	\$ 171.22
225/45ZR18	VSB	Y XL	104627357	\$ 121.53	\$ 1.00	\$ 2.00	\$ 124.53	\$ 3.00	\$ -	\$ 10.95	\$ 138.48
255/35ZR19	VSB	Y XL	104633357	\$ 164.35	\$ 1.00	\$ 2.00	\$ 167.35	\$ 3.00	\$ -	\$ 10.95	\$ 181.30
205/50ZR17	VSB	W XL	104711357	\$ 99.49	\$ 1.00	\$ 2.00	\$ 102.49	\$ 3.00	\$ -	\$ 10.95	\$ 116.44
235/35ZR19	VSB	Y XL	104727357	\$ 131.60	\$ 1.00	\$ 2.00	\$ 134.60	\$ 3.00	\$ -	\$ 10.95	\$ 148.55
255/40ZR18	VSB	Y SL	104732357	\$ 146.09	\$ 1.00	\$ 2.00	\$ 149.09	\$ 3.00	\$ -	\$ 10.95	\$ 163.04
275/35ZR19	VSB	Y SL	104734357	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
275/40ZR19	VSB	Y SL	104738357	\$ 184.50	\$ 1.00	\$ 2.00	\$ 187.50	\$ 3.00	\$ -	\$ 10.95	\$ 201.45
215/45ZR17	VSB	W XL	104945357	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
235/45ZR17	VSB	W SL	104946357	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
Eagle F1 Asymmetric NO											
255/45ZR19	BLT	Y SL	784001287	\$ 229.71	\$ 1.00	\$ 2.00	\$ 232.71	\$ 3.00	\$ -	\$ 10.95	\$ 246.66
285/40ZR19	BLT	Y SL	784006287	\$ 267.62	\$ 1.00	\$ 2.00	\$ 270.62	\$ 3.00	\$ -	\$ 10.95	\$ 284.57
255/45R19	BLT	Y XL	784008336	\$ 214.29	\$ 1.00	\$ 2.00	\$ 217.29	\$ 3.00	\$ -	\$ 10.95	\$ 231.24
205/55ZR17	BLT	Y SL	784160287	\$ 166.93	\$ 1.00	\$ 2.00	\$ 169.93	\$ 3.00	\$ -	\$ 10.95	\$ 183.88
235/50ZR17	BLT	Y SL	784162287	\$ 200.31	\$ 1.00	\$ 2.00	\$ 203.31	\$ 3.00	\$ -	\$ 10.95	\$ 217.26
235/35ZR19	BLT	Y SL	784164287	\$ 254.52	\$ 1.00	\$ 2.00	\$ 257.52	\$ 3.00	\$ -	\$ 10.95	\$ 271.47
265/35ZR19	BLT	Y SL	784165287	\$ 271.21	\$ 1.00	\$ 2.00	\$ 274.21	\$ 3.00	\$ -	\$ 10.95	\$ 288.16
Eagle F1 Asymmetric 2											
225/40R19	BLT	Y SL	784044359	\$ 248.73	\$ 1.00	\$ 2.00	\$ 251.73	\$ 3.00	\$ -	\$ 10.95	\$ 265.68
235/40ZR19	BLT	Y SL	784045348	\$ 236.70	\$ 1.00	\$ 2.00	\$ 239.70	\$ 3.00	\$ -	\$ 10.95	\$ 253.65
285/35ZR19	BLT	Y XL	784048348	\$ 277.69	\$ 1.00	\$ 2.00	\$ 280.69	\$ 3.00	\$ -	\$ 10.95	\$ 294.64
255/35R19	BLT	Y SL	784054359	\$ 261.32	\$ 1.00	\$ 2.00	\$ 264.32	\$ 3.00	\$ -	\$ 10.95	\$ 278.27
235/45ZR18	BLT	Y SL	784055348	\$ 227.89	\$ 1.00	\$ 2.00	\$ 230.89	\$ 3.00	\$ -	\$ 10.95	\$ 244.84
265/45ZR18	BLT	Y SL	784066348	\$ 249.55	\$ 1.00	\$ 2.00	\$ 252.55	\$ 3.00	\$ -	\$ 10.95	\$ 266.50
265/40ZR19	BLT	Y SL	784067348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
285/35R19	BLT	Y SL	784075348	\$ 199.48	\$ 1.00	\$ 2.00	\$ 202.48	\$ 3.00	\$ -	\$ 10.95	\$ 216.43
225/40R18	BLT	W XL	784087359	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
295/35ZR19	BLT	Y SL	784093348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58
245/40R20	BLT	Y XL	784117359	\$ 333.73	\$ 1.00	\$ 2.00	\$ 336.73	\$ 3.00	\$ -	\$ 10.95	\$ 350.68
275/35R20	BLT	Y XL	784118359	\$ 340.03	\$ 1.00	\$ 2.00	\$ 343.03	\$ 3.00	\$ -	\$ 10.95	\$ 356.98
245/40R18	BLT	Y XL	784120348	\$ 146.72	\$ 1.00	\$ 2.00	\$ 149.72	\$ 3.00	\$ -	\$ 10.95	\$ 163.67
265/35R18	BLT	Y XL	784121348	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
255/35R19	BLT	Y XL	784122348	\$ 180.09	\$ 1.00	\$ 2.00	\$ 183.09	\$ 3.00	\$ -	\$ 10.95	\$ 197.04
245/40R17	BLT	Y SL	784131348	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
235/45R17	BLT	Y SL	784133348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
245/35R19	BLT	Y XL	784140348	\$ 194.89	\$ 1.00	\$ 2.00	\$ 197.89	\$ 3.00	\$ -	\$ 10.95	\$ 211.84
245/35R19	BLT	Y XL	784140359	\$ 242.43	\$ 1.00	\$ 2.00	\$ 245.43	\$ 3.00	\$ -	\$ 10.95	\$ 259.38
255/35R18	BLT	Y XL	784143348	\$ 167.50	\$ 1.00	\$ 2.00	\$ 170.50	\$ 3.00	\$ -	\$ 10.95	\$ 184.45
225/45R17	BLT	Y XL	784155348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
235/45R17	BLT	Y XL	784159348	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
225/40R18	BLT	Y XL	784163348	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/45R17	BLT	Y SL	784166348	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
235/50R18	BLT	W XL	784168348	\$ 141.05	\$ 1.00	\$ 2.00	\$ 144.05	\$ 3.00	\$ -	\$ 10.95	\$ 158.00
225/40R19	BLT	Y XL	784182359	\$ 236.13	\$ 1.00	\$ 2.00	\$ 239.13	\$ 3.00	\$ -	\$ 10.95	\$ 253.08
235/35ZR20	BLT	Y SL	784194348	\$ 214.09	\$ 1.00	\$ 2.00	\$ 217.09	\$ 3.00	\$ -	\$ 10.95	\$ 231.04
265/35ZR20	BLT	Y SL	784204348	\$ 255.02	\$ 1.00	\$ 2.00	\$ 258.02	\$ 3.00	\$ -	\$ 10.95	\$ 271.97
225/40R18	BLT	Y SL	784208359	\$ 226.69	\$ 1.00	\$ 2.00	\$ 229.69	\$ 3.00	\$ -	\$ 10.95	\$ 243.64
265/30R19	BLT	Y XL	784318348	\$ 192.05	\$ 1.00	\$ 2.00	\$ 195.05	\$ 3.00	\$ -	\$ 10.95	\$ 209.00
245/35R18	BLT	Y XL	784320348	\$ 149.87	\$ 1.00	\$ 2.00	\$ 152.87	\$ 3.00	\$ -	\$ 10.95	\$ 166.82
245/40R18	BLT	Y SL	784327348	\$ 144.20	\$ 1.00	\$ 2.00	\$ 147.20	\$ 3.00	\$ -	\$ 10.95	\$ 161.15
255/45R18	BLT	Y XL	784329348	\$ 150.50	\$ 1.00	\$ 2.00	\$ 153.50	\$ 3.00	\$ -	\$ 10.95	\$ 167.45
235/35R19	BLT	Y XL	784334348	\$ 154.15	\$ 1.00	\$ 2.00	\$ 157.15	\$ 3.00	\$ -	\$ 10.95	\$ 171.10
255/40R19	BLT	Y XL	784337348	\$ 195.83	\$ 1.00	\$ 2.00	\$ 198.83	\$ 3.00	\$ -	\$ 10.95	\$ 212.78
225/35R19	BLT	Y XL	784340348	\$ 165.67	\$ 1.00	\$ 2.00	\$ 168.67	\$ 3.00	\$ -	\$ 10.95	\$ 182.62
235/45R18	BLT	Y XL	784342348	\$ 137.27	\$ 1.00	\$ 2.00	\$ 140.27	\$ 3.00	\$ -	\$ 10.95	\$ 154.22
255/30R19	BLT	Y XL	784344348	\$ 209.69	\$ 1.00	\$ 2.00	\$ 212.69	\$ 3.00	\$ -	\$ 10.95	\$ 226.64
275/30R19	BLT	Y XL	784360348	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
235/40R18	BLT	Y XL	784764348	\$ 127.83	\$ 1.00	\$ 2.00	\$ 130.83	\$ 3.00	\$ -	\$ 10.95	\$ 144.78
215/45R17	BLT	Y XL	784809348	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
Eagle GT II											
P285/50R20	VSF	H SL	106087625	\$ 124.43	\$ 1.00	\$ 2.00	\$ 127.43	\$ 3.00	\$ -	\$ 10.95	\$ 141.38
P275/45R20	VSF	V SL	106137625	\$ 124.58	\$ 1.00	\$ 2.00	\$ 127.58	\$ 3.00	\$ -	\$ 10.95	\$ 141.53

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305/50R20	VSB	H XL	106182625	\$ 140.49	\$ 1.00	\$ 2.00	\$ 143.49	\$ 3.00	\$ -	\$ 10.95	\$ 157.44
Eagle RS-A2											
P245/45R19	VSB	V SL	107172343	\$ 143.44	\$ 1.00	\$ 2.00	\$ 146.44	\$ 3.00	\$ -	\$ 10.95	\$ 160.39
245/45ZR20	VSB	Y SL	107548343	\$ 141.49	\$ 1.00	\$ 2.00	\$ 144.49	\$ 3.00	\$ -	\$ 10.95	\$ 158.44
Eagle Sport A/S											
195/55R16	VSB	V SL	109032366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
225/50R16	VSB	V SL	109035366	\$ 80.07	\$ 1.00	\$ 2.00	\$ 83.07	\$ 3.00	\$ -	\$ 10.95	\$ 97.02
225/45R17	VSB	W XL	109044366	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/55R17	VSB	W SL	109046366	\$ 110.64	\$ 1.00	\$ 2.00	\$ 113.64	\$ 3.00	\$ -	\$ 10.95	\$ 127.59
215/45R17	VSB	W XL	109053366	\$ 92.97	\$ 1.00	\$ 2.00	\$ 95.97	\$ 3.00	\$ -	\$ 10.95	\$ 109.92
235/50R18	VSB	W SL	109054366	\$ 132.96	\$ 1.00	\$ 2.00	\$ 135.96	\$ 3.00	\$ -	\$ 10.95	\$ 149.91
225/40R18	VSB	W XL	109055366	\$ 101.88	\$ 1.00	\$ 2.00	\$ 104.88	\$ 3.00	\$ -	\$ 10.95	\$ 118.83
245/45R18	VSB	W SL	109056366	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
245/40R18	VSB	W SL	109057366	\$ 126.85	\$ 1.00	\$ 2.00	\$ 129.85	\$ 3.00	\$ -	\$ 10.95	\$ 143.80
225/45R18	VSB	W XL	109058366	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
245/45R17	VSB	W SL	109059366	\$ 100.47	\$ 1.00	\$ 2.00	\$ 103.47	\$ 3.00	\$ -	\$ 10.95	\$ 117.42
245/40R17	VSB	W SL	109060366	\$ 109.82	\$ 1.00	\$ 2.00	\$ 112.82	\$ 3.00	\$ -	\$ 10.95	\$ 126.77
275/40R20	VSB	W XL	109062366	\$ 153.93	\$ 1.00	\$ 2.00	\$ 156.93	\$ 3.00	\$ -	\$ 10.95	\$ 170.88
235/40R18	VSB	W XL	109063366	\$ 120.93	\$ 1.00	\$ 2.00	\$ 123.93	\$ 3.00	\$ -	\$ 10.95	\$ 137.88
235/50R17	VSB	W SL	109064366	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45R18	VSB	W XL	109065366	\$ 114.04	\$ 1.00	\$ 2.00	\$ 117.04	\$ 3.00	\$ -	\$ 10.95	\$ 130.99
245/35R20	VSB	W XL	109066366	\$ 115.33	\$ 1.00	\$ 2.00	\$ 118.33	\$ 3.00	\$ -	\$ 10.95	\$ 132.28
245/45R20	VSB	W XL	109069366	\$ 144.64	\$ 1.00	\$ 2.00	\$ 147.64	\$ 3.00	\$ -	\$ 10.95	\$ 161.59
255/40R18	VSB	W XL	109072366	\$ 149.27	\$ 1.00	\$ 2.00	\$ 152.27	\$ 3.00	\$ -	\$ 10.95	\$ 166.22
255/35R19	VSB	W XL	109074366	\$ 158.39	\$ 1.00	\$ 2.00	\$ 161.39	\$ 3.00	\$ -	\$ 10.95	\$ 175.34
255/40R17	VSB	W SL	109075366	\$ 101.91	\$ 1.00	\$ 2.00	\$ 104.91	\$ 3.00	\$ -	\$ 10.95	\$ 118.86
245/40R19	VSB	W SL	109077366	\$ 165.93	\$ 1.00	\$ 2.00	\$ 168.93	\$ 3.00	\$ -	\$ 10.95	\$ 182.88
245/50R18	VSB	V SL	109079366	\$ 146.53	\$ 1.00	\$ 2.00	\$ 149.53	\$ 3.00	\$ -	\$ 10.95	\$ 163.48
255/35R18	VSB	W XL	109080366	\$ 150.02	\$ 1.00	\$ 2.00	\$ 153.02	\$ 3.00	\$ -	\$ 10.95	\$ 166.97
255/35R20	VSB	W XL	109081366	\$ 123.04	\$ 1.00	\$ 2.00	\$ 126.04	\$ 3.00	\$ -	\$ 10.95	\$ 139.99
255/45R20	VSB	W SL	109082366	\$ 139.55	\$ 1.00	\$ 2.00	\$ 142.55	\$ 3.00	\$ -	\$ 10.95	\$ 156.50
225/50R17	VSB	W SL	109083366	\$ 100.34	\$ 1.00	\$ 2.00	\$ 103.34	\$ 3.00	\$ -	\$ 10.95	\$ 117.29
235/45R18	VSB	V SL	109084366	\$ 123.57	\$ 1.00	\$ 2.00	\$ 126.57	\$ 3.00	\$ -	\$ 10.95	\$ 140.52
215/55R17	VSB	V SL	109085366	\$ 96.19	\$ 1.00	\$ 2.00	\$ 99.19	\$ 3.00	\$ -	\$ 10.95	\$ 113.14
225/55R18	BLT	V SL	109086382	\$ 104.53	\$ 1.00	\$ 2.00	\$ 107.53	\$ 3.00	\$ -	\$ 10.95	\$ 121.48
225/60R18	VSB	V SL	109132366	\$ 103.27	\$ 1.00	\$ 2.00	\$ 106.27	\$ 3.00	\$ -	\$ 10.95	\$ 120.22
235/60R18	VSB	V XL	109133366	\$ 118.54	\$ 1.00	\$ 2.00	\$ 121.54	\$ 3.00	\$ -	\$ 10.95	\$ 135.49

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205/50R16	VS	SL	109134366	\$ 85.13	\$ 1.00	\$ 2.00	\$ 88.13	\$ 3.00	\$ -	\$ 10.95	\$ 102.08
205/45R17	VS	XL	109136366	\$ 89.13	\$ 1.00	\$ 2.00	\$ 92.13	\$ 3.00	\$ -	\$ 10.95	\$ 106.08
275/55R20	VS	XL	109138366	\$ 113.75	\$ 1.00	\$ 2.00	\$ 116.75	\$ 3.00	\$ -	\$ 10.95	\$ 130.70
195/65R15	VS	SL	109174366	\$ 60.01	\$ 1.00	\$ 2.00	\$ 63.01	\$ 3.00	\$ -	\$ 10.95	\$ 76.96
235/45R17	VS	SL	109270366	\$ 98.58	\$ 1.00	\$ 2.00	\$ 101.58	\$ 3.00	\$ -	\$ 10.95	\$ 115.53
225/60R16	VS	SL	109361366	\$ 80.44	\$ 1.00	\$ 2.00	\$ 83.44	\$ 3.00	\$ -	\$ 10.95	\$ 97.39
225/55R16	VS	SL	109485366	\$ 81.26	\$ 1.00	\$ 2.00	\$ 84.26	\$ 3.00	\$ -	\$ 10.95	\$ 98.21
205/50R17	VS	XL	109576366	\$ 101.25	\$ 1.00	\$ 2.00	\$ 104.25	\$ 3.00	\$ -	\$ 10.95	\$ 118.20
195/60R15	VS	SL	109848366	\$ 62.12	\$ 1.00	\$ 2.00	\$ 65.12	\$ 3.00	\$ -	\$ 10.95	\$ 79.07
215/55R16	VS	SL	109887366	\$ 80.76	\$ 1.00	\$ 2.00	\$ 83.76	\$ 3.00	\$ -	\$ 10.95	\$ 97.71
215/60R16	VS	SL	109902366	\$ 82.58	\$ 1.00	\$ 2.00	\$ 85.58	\$ 3.00	\$ -	\$ 10.95	\$ 99.53
205/55R16	VS	SL	109907366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
205/60R16	VS	SL	109910366	\$ 77.42	\$ 1.00	\$ 2.00	\$ 80.42	\$ 3.00	\$ -	\$ 10.95	\$ 94.37
195/55R15	VS	SL	109911366	\$ 71.47	\$ 1.00	\$ 2.00	\$ 74.47	\$ 3.00	\$ -	\$ 10.95	\$ 88.42
215/50R17	VS	SL	109912366	\$ 101.73	\$ 1.00	\$ 2.00	\$ 104.73	\$ 3.00	\$ -	\$ 10.95	\$ 118.68
225/55R17	VS	SL	109923366	\$ 105.54	\$ 1.00	\$ 2.00	\$ 108.54	\$ 3.00	\$ -	\$ 10.95	\$ 122.49
Eagle Excellence ROF											
245/40R19	BLT	XL	111003513	\$ 302.72	\$ 1.00	\$ 2.00	\$ 305.72	\$ 3.00	\$ -	\$ 10.95	\$ 319.67
245/45R19	BLT	SL	111016513	\$ 312.80	\$ 1.00	\$ 2.00	\$ 315.80	\$ 3.00	\$ -	\$ 10.95	\$ 329.75
275/40R19	BLT	SL	111017513	\$ 327.69	\$ 1.00	\$ 2.00	\$ 330.69	\$ 3.00	\$ -	\$ 10.95	\$ 344.64
245/55R17	BLT	SL	111018513	\$ 282.54	\$ 1.00	\$ 2.00	\$ 285.54	\$ 3.00	\$ -	\$ 10.95	\$ 299.49
245/40R20	BLT	XL	111045513	\$ 355.43	\$ 1.00	\$ 2.00	\$ 358.43	\$ 3.00	\$ -	\$ 10.95	\$ 372.38
275/35R20	BLT	XL	111048513	\$ 395.95	\$ 1.00	\$ 2.00	\$ 398.95	\$ 3.00	\$ -	\$ 10.95	\$ 412.90
225/55R17	BLT	SL	111272513	\$ 196.15	\$ 1.00	\$ 2.00	\$ 199.15	\$ 3.00	\$ -	\$ 10.95	\$ 213.10
245/45R18	BLT	SL	111443513	\$ 252.41	\$ 1.00	\$ 2.00	\$ 255.41	\$ 3.00	\$ -	\$ 10.95	\$ 269.36
275/35R19	BLT	SL	111446513	\$ 357.76	\$ 1.00	\$ 2.00	\$ 360.76	\$ 3.00	\$ -	\$ 10.95	\$ 374.71
225/45R17	VS	SL	111870513	\$ 231.19	\$ 1.00	\$ 2.00	\$ 234.19	\$ 3.00	\$ -	\$ 10.95	\$ 248.14
195/55R16	VS	SL	111971513	\$ 190.89	\$ 1.00	\$ 2.00	\$ 193.89	\$ 3.00	\$ -	\$ 10.95	\$ 207.84
245/40R17	VS	SL	111985513	\$ 298.12	\$ 1.00	\$ 2.00	\$ 301.12	\$ 3.00	\$ -	\$ 10.95	\$ 315.07
245/40R17	MBW	SL	111986356	\$ 307.44	\$ 1.00	\$ 2.00	\$ 310.44	\$ 3.00	\$ -	\$ 10.95	\$ 324.39
Efficient Grip											
225/45R18	BLT	SL	112005344	\$ 199.36	\$ 1.00	\$ 2.00	\$ 202.36	\$ 3.00	\$ -	\$ 10.95	\$ 216.31
255/40R18	BLT	SL	112006344	\$ 231.41	\$ 1.00	\$ 2.00	\$ 234.41	\$ 3.00	\$ -	\$ 10.95	\$ 248.36
235/45R19	BLT	SL	112014344	\$ 219.13	\$ 1.00	\$ 2.00	\$ 222.13	\$ 3.00	\$ -	\$ 10.95	\$ 236.08
235/55R19	BLT	XL	112019381	\$ 209.06	\$ 1.00	\$ 2.00	\$ 212.06	\$ 3.00	\$ -	\$ 10.95	\$ 226.01
255/50R19	BLT	SL	112068344	\$ 371.42	\$ 1.00	\$ 2.00	\$ 374.42	\$ 3.00	\$ -	\$ 10.95	\$ 388.37
255/45R20	BLT	SL	112126344	\$ 319.07	\$ 1.00	\$ 2.00	\$ 322.07	\$ 3.00	\$ -	\$ 10.95	\$ 336.02

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
285/40R20	BLT	Y SL	112185344	\$ 344.06	\$ 1.00	\$ 2.00	\$ 347.06	\$ 3.00	\$ -	\$ 10.95	\$ 361.01
205/55R16	BLT	W SL	112187344	\$ 162.78	\$ 1.00	\$ 2.00	\$ 165.78	\$ 3.00	\$ -	\$ 10.95	\$ 179.73
205/55R16	BLT	W SL	112187381	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
255/40R18	BLT	V SL	112199344	\$ 238.24	\$ 1.00	\$ 2.00	\$ 241.24	\$ 3.00	\$ -	\$ 10.95	\$ 255.19
225/45R18	BLT	V SL	112206344	\$ 200.52	\$ 1.00	\$ 2.00	\$ 203.52	\$ 3.00	\$ -	\$ 10.95	\$ 217.47
255/40R19	BLT	Y XL	112228344	\$ 273.69	\$ 1.00	\$ 2.00	\$ 276.69	\$ 3.00	\$ -	\$ 10.95	\$ 290.64
225/45R18	BLT	W SL	112303344	\$ 199.17	\$ 1.00	\$ 2.00	\$ 202.17	\$ 3.00	\$ -	\$ 10.95	\$ 216.12
255/45R18	BLT	Y SL	112350381	\$ 248.41	\$ 1.00	\$ 2.00	\$ 251.41	\$ 3.00	\$ -	\$ 10.95	\$ 265.36
Ultra Grip 8 Performance											
235/60R16	BLT	H SL	117334373	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
205/55R16	BLT	V XL	117761373	\$ 111.05	\$ 1.00	\$ 2.00	\$ 114.05	\$ 3.00	\$ -	\$ 10.95	\$ 128.00
215/55R16	BLT	H XL	117762373	\$ 115.39	\$ 1.00	\$ 2.00	\$ 118.39	\$ 3.00	\$ -	\$ 10.95	\$ 132.34
215/55R17	BLT	V XL	117763373	\$ 127.01	\$ 1.00	\$ 2.00	\$ 130.01	\$ 3.00	\$ -	\$ 10.95	\$ 143.96
225/55R17	BLT	V XL	117764373	\$ 135.00	\$ 1.00	\$ 2.00	\$ 138.00	\$ 3.00	\$ -	\$ 10.95	\$ 151.95
205/50R17	BLT	V XL	117767373	\$ 125.56	\$ 1.00	\$ 2.00	\$ 128.56	\$ 3.00	\$ -	\$ 10.95	\$ 142.51
225/45R17	BLT	V XL	117768373	\$ 148.76	\$ 1.00	\$ 2.00	\$ 151.76	\$ 3.00	\$ -	\$ 10.95	\$ 165.71
235/45R17	BLT	V XL	117771373	\$ 153.11	\$ 1.00	\$ 2.00	\$ 156.11	\$ 3.00	\$ -	\$ 10.95	\$ 170.06
245/45R17	BLT	V XL	117772373	\$ 155.31	\$ 1.00	\$ 2.00	\$ 158.31	\$ 3.00	\$ -	\$ 10.95	\$ 172.26
235/50R18	BLT	V XL	117773373	\$ 174.65	\$ 1.00	\$ 2.00	\$ 177.65	\$ 3.00	\$ -	\$ 10.95	\$ 191.60
225/40R18	BLT	V XL	117775373	\$ 162.56	\$ 1.00	\$ 2.00	\$ 165.56	\$ 3.00	\$ -	\$ 10.95	\$ 179.51
245/45R18	BLT	V XL	117778373	\$ 184.15	\$ 1.00	\$ 2.00	\$ 187.15	\$ 3.00	\$ -	\$ 10.95	\$ 201.10
215/45R17	BLT	V XL	117779373	\$ 142.59	\$ 1.00	\$ 2.00	\$ 145.59	\$ 3.00	\$ -	\$ 10.95	\$ 159.54
Fierce Instinct											
225/55R17	BSW	V SL	353228177	\$ 84.95	\$ 1.00	\$ 2.00	\$ 87.95	\$ 3.00	\$ -	\$ 10.95	\$ 101.90
245/35ZR20	BSW	W XL	353279178	\$ 100.02	\$ 1.00	\$ 2.00	\$ 103.02	\$ 3.00	\$ -	\$ 10.95	\$ 116.97
195/55R15	BSW	V SL	353532177	\$ 62.56	\$ 1.00	\$ 2.00	\$ 65.56	\$ 3.00	\$ -	\$ 10.95	\$ 79.51
235/45ZR17	BSW	W SL	353544178	\$ 84.85	\$ 1.00	\$ 2.00	\$ 87.85	\$ 3.00	\$ -	\$ 10.95	\$ 101.80
245/40ZR17	BSW	W SL	353545178	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
245/45ZR17	BSW	W SL	353547178	\$ 86.71	\$ 1.00	\$ 2.00	\$ 89.71	\$ 3.00	\$ -	\$ 10.95	\$ 103.66
255/40ZR17	BSW	W SL	353549178	\$ 90.24	\$ 1.00	\$ 2.00	\$ 93.24	\$ 3.00	\$ -	\$ 10.95	\$ 107.19
225/50R16	BSW	V SL	353679177	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
205/50R16	BSW	V SL	353911177	\$ 67.98	\$ 1.00	\$ 2.00	\$ 70.98	\$ 3.00	\$ -	\$ 10.95	\$ 84.93
205/55R16	BSW	V SL	353912177	\$ 66.15	\$ 1.00	\$ 2.00	\$ 69.15	\$ 3.00	\$ -	\$ 10.95	\$ 83.10
215/55R16	BSW	V SL	353913177	\$ 70.49	\$ 1.00	\$ 2.00	\$ 73.49	\$ 3.00	\$ -	\$ 10.95	\$ 87.44
225/55R16	BSW	V SL	353914177	\$ 72.10	\$ 1.00	\$ 2.00	\$ 75.10	\$ 3.00	\$ -	\$ 10.95	\$ 89.05
205/50R17	BSW	V XL	353915177	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
215/50R17	BSW	V SL	353916177	\$ 78.78	\$ 1.00	\$ 2.00	\$ 81.78	\$ 3.00	\$ -	\$ 10.95	\$ 95.73

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215/55R17	BSW	V SL	353917177	\$ 78.30	\$ 1.00	\$ 2.00	\$ 81.30	\$ 3.00	\$ -	\$ 10.95	\$ 95.25
215/45ZR17	BSW	W XL	353941178	\$ 74.68	\$ 1.00	\$ 2.00	\$ 77.68	\$ 3.00	\$ -	\$ 10.95	\$ 91.63
225/45ZR17	BSW	W XL	353942178	\$ 77.10	\$ 1.00	\$ 2.00	\$ 80.10	\$ 3.00	\$ -	\$ 10.95	\$ 94.05
225/50ZR17	BSW	W SL	353943178	\$ 86.24	\$ 1.00	\$ 2.00	\$ 89.24	\$ 3.00	\$ -	\$ 10.95	\$ 103.19
235/55ZR17	BSW	W SL	353945178	\$ 93.98	\$ 1.00	\$ 2.00	\$ 96.98	\$ 3.00	\$ -	\$ 10.95	\$ 110.93
225/40ZR18	BSW	W XL	353946178	\$ 81.10	\$ 1.00	\$ 2.00	\$ 84.10	\$ 3.00	\$ -	\$ 10.95	\$ 98.05
235/40ZR18	BSW	W XL	353947178	\$ 102.04	\$ 1.00	\$ 2.00	\$ 105.04	\$ 3.00	\$ -	\$ 10.95	\$ 118.99
245/40ZR18	BSW	W SL	353949178	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
255/40ZR18	BSW	W XL	353953178	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45ZR18	BSW	W XL	353954178	\$ 94.36	\$ 1.00	\$ 2.00	\$ 97.36	\$ 3.00	\$ -	\$ 10.95	\$ 111.31
225/45ZR18	BSW	W XL	353955178	\$ 96.09	\$ 1.00	\$ 2.00	\$ 99.09	\$ 3.00	\$ -	\$ 10.95	\$ 113.04
245/45ZR18	BSW	W SL	353956178	\$ 107.71	\$ 1.00	\$ 2.00	\$ 110.71	\$ 3.00	\$ -	\$ 10.95	\$ 124.66
235/50ZR18	BSW	W SL	353958178	\$ 114.54	\$ 1.00	\$ 2.00	\$ 117.54	\$ 3.00	\$ -	\$ 10.95	\$ 131.49
245/40ZR19	BSW	W XL	353987178	\$ 119.39	\$ 1.00	\$ 2.00	\$ 122.39	\$ 3.00	\$ -	\$ 10.95	\$ 136.34
265/35ZR22	BSW	W XL	353989178	\$ 117.03	\$ 1.00	\$ 2.00	\$ 120.03	\$ 3.00	\$ -	\$ 10.95	\$ 133.98
Eagle F1 Supercar											
P235/45ZR18	VS	Y LL	389024128	\$ 239.72	\$ 1.00	\$ 2.00	\$ 242.72	\$ 3.00	\$ -	\$ 10.95	\$ 256.67
P315/40ZR19	VS	Y LL	389025128	\$ 389.05	\$ 1.00	\$ 2.00	\$ 392.05	\$ 3.00	\$ -	\$ 10.95	\$ 406.00
P285/40ZR18	VS	W LL	389027128	\$ 117.12	\$ 1.00	\$ 2.00	\$ 120.12	\$ 3.00	\$ -	\$ 10.95	\$ 134.07
P255/45ZR18	VS	W SL	389046128	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
P295/35ZR18	VS	Y SL	389118128	\$ 324.16	\$ 1.00	\$ 2.00	\$ 327.16	\$ 3.00	\$ -	\$ 10.95	\$ 341.11
P265/40ZR17	VS	Y LL	389119128	\$ 293.94	\$ 1.00	\$ 2.00	\$ 296.94	\$ 3.00	\$ -	\$ 10.95	\$ 310.89
245/45ZR20	VS	Y SL	389122128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
255/45ZR20	VS	Y SL	389123128	\$ 224.95	\$ 1.00	\$ 2.00	\$ 227.95	\$ 3.00	\$ -	\$ 10.95	\$ 241.90
255/35ZR22	VS	W XL	389357128	\$ 130.97	\$ 1.00	\$ 2.00	\$ 133.97	\$ 3.00	\$ -	\$ 10.95	\$ 147.92
285/35ZR22	VS	W SL	389358128	\$ 141.68	\$ 1.00	\$ 2.00	\$ 144.68	\$ 3.00	\$ -	\$ 10.95	\$ 158.63
P255/40R19	VS	W SL	389385128	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
P285/35R19	VS	W LL	389386128	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
245/45ZR20	VS	Y SL	389926128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
P285/35ZR20	VS	Y LL	408027316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
P285/35ZR20	VS	Y LL	408028328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
P325/30ZR19	VS	Y LL	408029330	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
P325/30ZR19	VS	Y LL	408029331	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
P265/40ZR19	VS	Y SL	408030316	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
P265/40ZR19	VS	Y SL	408031328	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
285/35ZR20	VS	Y SL	408038316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
285/35ZR20	VS	Y SL	408038328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75

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305/35ZR20	VS	SL	408039316	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
305/35ZR20	VS	SL	408039328	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
P275/35ZR18	VS	LL	408561330	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VS	LL	408561331	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VS	LL	412561506	\$ 300.86	\$ 1.00	\$ 2.00	\$ 303.86	\$ 3.00	\$ -	\$ 10.95	\$ 317.81
P325/30ZR19	VS	LL	412562506	\$ 339.59	\$ 1.00	\$ 2.00	\$ 342.59	\$ 3.00	\$ -	\$ 10.95	\$ 356.54
P245/40ZR18	VS	LL	412609506	\$ 258.80	\$ 1.00	\$ 2.00	\$ 261.80	\$ 3.00	\$ -	\$ 10.95	\$ 275.75
P285/35ZR19	VS	LL	412610506	\$ 305.40	\$ 1.00	\$ 2.00	\$ 308.40	\$ 3.00	\$ -	\$ 10.95	\$ 322.35
Assurance Tripletred A/S											
P215/60R16	VS	SL	399080349	\$ 90.67	\$ 1.00	\$ 2.00	\$ 93.67	\$ 3.00	\$ -	\$ 10.95	\$ 107.62
P215/60R16	VS	SL	399086349	\$ 87.84	\$ 1.00	\$ 2.00	\$ 90.84	\$ 3.00	\$ -	\$ 10.95	\$ 104.79
215/65R16	VS	SL	399159349	\$ 88.84	\$ 1.00	\$ 2.00	\$ 91.84	\$ 3.00	\$ -	\$ 10.95	\$ 105.79
235/55R17	VS	SL	399181349	\$ 121.25	\$ 1.00	\$ 2.00	\$ 124.25	\$ 3.00	\$ -	\$ 10.95	\$ 138.20
P215/65R17	VS	SL	399186349	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
235/65R16	VS	SL	399207349	\$ 94.47	\$ 1.00	\$ 2.00	\$ 97.47	\$ 3.00	\$ -	\$ 10.95	\$ 111.42
205/65R15	VS	SL	399331349	\$ 79.82	\$ 1.00	\$ 2.00	\$ 82.82	\$ 3.00	\$ -	\$ 10.95	\$ 96.77
195/60R15	VS	SL	399333349	\$ 83.06	\$ 1.00	\$ 2.00	\$ 86.06	\$ 3.00	\$ -	\$ 10.95	\$ 100.01
225/55R17	VS	SL	399347349	\$ 115.19	\$ 1.00	\$ 2.00	\$ 118.19	\$ 3.00	\$ -	\$ 10.95	\$ 132.14
225/50R17	VS	SL	399364349	\$ 121.28	\$ 1.00	\$ 2.00	\$ 124.28	\$ 3.00	\$ -	\$ 10.95	\$ 138.23
205/50R17	VS	XL	399365349	\$ 119.53	\$ 1.00	\$ 2.00	\$ 122.53	\$ 3.00	\$ -	\$ 10.95	\$ 136.48
215/55R18	VS	SL	399367349	\$ 119.88	\$ 1.00	\$ 2.00	\$ 122.88	\$ 3.00	\$ -	\$ 10.95	\$ 136.83
205/55R16	VS	XL	399508349	\$ 93.34	\$ 1.00	\$ 2.00	\$ 96.34	\$ 3.00	\$ -	\$ 10.95	\$ 110.29
P215/50R17	VS	XL	399511349	\$ 111.08	\$ 1.00	\$ 2.00	\$ 114.08	\$ 3.00	\$ -	\$ 10.95	\$ 128.03
195/65R15	VS	SL	399535349	\$ 78.95	\$ 1.00	\$ 2.00	\$ 81.95	\$ 3.00	\$ -	\$ 10.95	\$ 95.90
P205/60R16	VS	SL	399543349	\$ 87.65	\$ 1.00	\$ 2.00	\$ 90.65	\$ 3.00	\$ -	\$ 10.95	\$ 104.60
225/60R16	VS	SL	399544349	\$ 92.05	\$ 1.00	\$ 2.00	\$ 95.05	\$ 3.00	\$ -	\$ 10.95	\$ 109.00
215/60R17	VS	SL	399546349	\$ 99.74	\$ 1.00	\$ 2.00	\$ 102.74	\$ 3.00	\$ -	\$ 10.95	\$ 116.69
P225/60R17	VS	SL	399547349	\$ 112.79	\$ 1.00	\$ 2.00	\$ 115.79	\$ 3.00	\$ -	\$ 10.95	\$ 129.74
215/55R17	VS	SL	399548349	\$ 101.45	\$ 1.00	\$ 2.00	\$ 104.45	\$ 3.00	\$ -	\$ 10.95	\$ 118.40
215/55R16	VS	XL	399590349	\$ 96.86	\$ 1.00	\$ 2.00	\$ 99.86	\$ 3.00	\$ -	\$ 10.95	\$ 113.81
235/45R17	VS	XL	399624349	\$ 131.57	\$ 1.00	\$ 2.00	\$ 134.57	\$ 3.00	\$ -	\$ 10.95	\$ 148.52
Integrity											
P235/70R16	B03	SL	402027477	\$ 100.59	\$ 1.00	\$ 2.00	\$ 103.59	\$ 3.00	\$ -	\$ 10.95	\$ 117.54
P185/65R15	B03	SL	402032477	\$ 69.61	\$ 1.00	\$ 2.00	\$ 72.61	\$ 3.00	\$ -	\$ 10.95	\$ 86.56
P235/65R17	B03	SL	402050073	\$ 104.31	\$ 1.00	\$ 2.00	\$ 107.31	\$ 3.00	\$ -	\$ 10.95	\$ 121.26
P235/65R17	BSL	SL	402070156	\$ 107.45	\$ 1.00	\$ 2.00	\$ 110.45	\$ 3.00	\$ -	\$ 10.95	\$ 124.40
185/70R14	B03	SL	402102477	\$ 55.92	\$ 1.00	\$ 2.00	\$ 58.92	\$ 3.00	\$ -	\$ 10.95	\$ 72.87

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P175/70R14	VS	B	402268047	\$ 52.74	\$ 1.00	\$ 2.00	\$ 55.74	\$ 3.00	\$ -	\$ 10.95	\$ 69.69
215/70R15	VS	B	402282047	\$ 62.40	\$ 1.00	\$ 2.00	\$ 65.40	\$ 3.00	\$ -	\$ 10.95	\$ 79.35
P195/65R15	B03	S	402289477	\$ 73.42	\$ 1.00	\$ 2.00	\$ 76.42	\$ 3.00	\$ -	\$ 10.95	\$ 90.37
P225/60R16	B03	S	402314073	\$ 84.63	\$ 1.00	\$ 2.00	\$ 87.63	\$ 3.00	\$ -	\$ 10.95	\$ 101.58
P205/65R15	B03	T	402406477	\$ 75.06	\$ 1.00	\$ 2.00	\$ 78.06	\$ 3.00	\$ -	\$ 10.95	\$ 92.01
P215/65R17	VS	T	402432047	\$ 91.56	\$ 1.00	\$ 2.00	\$ 94.56	\$ 3.00	\$ -	\$ 10.95	\$ 108.51
P235/60R16	VS	S	402464155	\$ 92.50	\$ 1.00	\$ 2.00	\$ 95.50	\$ 3.00	\$ -	\$ 10.95	\$ 109.45
P225/70R16	B03	S	402469477	\$ 91.93	\$ 1.00	\$ 2.00	\$ 94.93	\$ 3.00	\$ -	\$ 10.95	\$ 108.88
225/65R17	VS	S	402479047	\$ 102.33	\$ 1.00	\$ 2.00	\$ 105.33	\$ 3.00	\$ -	\$ 10.95	\$ 119.28
P175/65R14	B03	S	402531073	\$ 59.51	\$ 1.00	\$ 2.00	\$ 62.51	\$ 3.00	\$ -	\$ 10.95	\$ 76.46
P225/60R17	B03	S	402541477	\$ 100.53	\$ 1.00	\$ 2.00	\$ 103.53	\$ 3.00	\$ -	\$ 10.95	\$ 117.48
P225/60R16	B03	S	402542073	\$ 83.12	\$ 1.00	\$ 2.00	\$ 86.12	\$ 3.00	\$ -	\$ 10.95	\$ 100.07
185/55R15	VS	T	402602047	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
P195/70R14	VS	S	402827047	\$ 61.90	\$ 1.00	\$ 2.00	\$ 64.90	\$ 3.00	\$ -	\$ 10.95	\$ 78.85
P185/65R14	B03	S	402879477	\$ 56.92	\$ 1.00	\$ 2.00	\$ 59.92	\$ 3.00	\$ -	\$ 10.95	\$ 73.87
Assurance All-Season											
215/65R16	VS	T	407016374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
185/65R14	VS	T	407106374	\$ 57.93	\$ 1.00	\$ 2.00	\$ 60.93	\$ 3.00	\$ -	\$ 10.95	\$ 74.88
225/55R16	VS	H	407165374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R16	VS	T	407207374	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
205/60R16	VS	T	407212374	\$ 67.38	\$ 1.00	\$ 2.00	\$ 70.38	\$ 3.00	\$ -	\$ 10.95	\$ 84.33
215/55R17	VS	H	407213374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
185/65R15	VS	T	407259374	\$ 57.23	\$ 1.00	\$ 2.00	\$ 60.23	\$ 3.00	\$ -	\$ 10.95	\$ 74.18
225/65R17	VS	T	407285374	\$ 80.35	\$ 1.00	\$ 2.00	\$ 83.35	\$ 3.00	\$ -	\$ 10.95	\$ 97.30
235/60R17	VS	T	407323374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
215/60R17	VS	T	407348374	\$ 74.93	\$ 1.00	\$ 2.00	\$ 77.93	\$ 3.00	\$ -	\$ 10.95	\$ 91.88
225/70R16	VS	T	407378374	\$ 78.51	\$ 1.00	\$ 2.00	\$ 81.51	\$ 3.00	\$ -	\$ 10.95	\$ 95.46
185/70R14	VS	T	407476374	\$ 55.94	\$ 1.00	\$ 2.00	\$ 58.94	\$ 3.00	\$ -	\$ 10.95	\$ 72.89
195/65R15	VS	T	407477374	\$ 55.41	\$ 1.00	\$ 2.00	\$ 58.41	\$ 3.00	\$ -	\$ 10.95	\$ 72.36
205/65R15	VS	T	407478374	\$ 60.24	\$ 1.00	\$ 2.00	\$ 63.24	\$ 3.00	\$ -	\$ 10.95	\$ 77.19
215/55R16	VS	H	407525374	\$ 72.41	\$ 1.00	\$ 2.00	\$ 75.41	\$ 3.00	\$ -	\$ 10.95	\$ 89.36
215/60R16	VS	T	407562374	\$ 70.52	\$ 1.00	\$ 2.00	\$ 73.52	\$ 3.00	\$ -	\$ 10.95	\$ 87.47
235/55R17	VS	T	407599374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
225/50R17	VS	T	407600374	\$ 86.27	\$ 1.00	\$ 2.00	\$ 89.27	\$ 3.00	\$ -	\$ 10.95	\$ 103.22
225/60R16	VS	T	407715374	\$ 66.12	\$ 1.00	\$ 2.00	\$ 69.12	\$ 3.00	\$ -	\$ 10.95	\$ 83.07
215/65R17	VS	T	407719374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R17	VS	T	407722374	\$ 86.93	\$ 1.00	\$ 2.00	\$ 89.93	\$ 3.00	\$ -	\$ 10.95	\$ 103.88

GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/60R17	VS	B	407723374	\$ 83.62	\$ 1.00	\$ 2.00	\$ 86.62	\$ 3.00	\$ -	\$ 10.95	\$ 100.57
225/55R17	VS	B	407726374	\$ 82.81	\$ 1.00	\$ 2.00	\$ 85.81	\$ 3.00	\$ -	\$ 10.95	\$ 99.76
195/70R14	VS	B	407736374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
185/60R15	VS	B	407739374	\$ 59.16	\$ 1.00	\$ 2.00	\$ 62.16	\$ 3.00	\$ -	\$ 10.95	\$ 76.11
195/60R15	VS	B	407740374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
205/60R15	VS	B	407741374	\$ 61.08	\$ 1.00	\$ 2.00	\$ 64.08	\$ 3.00	\$ -	\$ 10.95	\$ 78.03
205/65R16	VS	H	407780374	\$ 67.76	\$ 1.00	\$ 2.00	\$ 70.76	\$ 3.00	\$ -	\$ 10.95	\$ 84.71
205/55R16	VS	H	407781374	\$ 62.39	\$ 1.00	\$ 2.00	\$ 65.39	\$ 3.00	\$ -	\$ 10.95	\$ 79.34
215/70R16	VS	B	407782374	\$ 81.86	\$ 1.00	\$ 2.00	\$ 84.86	\$ 3.00	\$ -	\$ 10.95	\$ 98.81
215/70R15	VS	B	407783374	\$ 60.45	\$ 1.00	\$ 2.00	\$ 63.45	\$ 3.00	\$ -	\$ 10.95	\$ 77.40
235/60R16	VS	B	407784374	\$ 78.73	\$ 1.00	\$ 2.00	\$ 81.73	\$ 3.00	\$ -	\$ 10.95	\$ 95.68
205/70R15	VS	B	407785374	\$ 60.48	\$ 1.00	\$ 2.00	\$ 63.48	\$ 3.00	\$ -	\$ 10.95	\$ 77.43
225/65R16	VS	B	407786374	\$ 78.93	\$ 1.00	\$ 2.00	\$ 81.93	\$ 3.00	\$ -	\$ 10.95	\$ 95.88
195/55R16	VS	B	407787374	\$ 69.69	\$ 1.00	\$ 2.00	\$ 72.69	\$ 3.00	\$ -	\$ 10.95	\$ 86.64
205/50R16	VS	H	407788374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
205/75R15	VS	B	407789374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
215/50R17	VS	V	407790374	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
215/65R15	VS	B	407791374	\$ 62.34	\$ 1.00	\$ 2.00	\$ 65.34	\$ 3.00	\$ -	\$ 10.95	\$ 79.29
215/75R15	VS	B	407792374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
225/60R18	VS	H	407795374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
Assurance Comfortred Touring											
P205/60R15	VS	H	413148329	\$ 89.01	\$ 1.00	\$ 2.00	\$ 92.01	\$ 3.00	\$ -	\$ 10.95	\$ 105.96
235/65R17	VS	H	413188329	\$ 116.59	\$ 1.00	\$ 2.00	\$ 119.59	\$ 3.00	\$ -	\$ 10.95	\$ 133.54
P225/60R18	VS	H	413189507	\$ 153.24	\$ 1.00	\$ 2.00	\$ 156.24	\$ 3.00	\$ -	\$ 10.95	\$ 170.19
235/65R16	VS	B	413207329	\$ 100.37	\$ 1.00	\$ 2.00	\$ 103.37	\$ 3.00	\$ -	\$ 10.95	\$ 117.32
P235/60R18	VS	B	413215507	\$ 149.05	\$ 1.00	\$ 2.00	\$ 152.05	\$ 3.00	\$ -	\$ 10.95	\$ 166.00
P225/60R16	WB	B	413314511	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
235/55R17	VS	H	413319329	\$ 128.51	\$ 1.00	\$ 2.00	\$ 131.51	\$ 3.00	\$ -	\$ 10.95	\$ 145.46
215/60R17	VS	H	413322329	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
225/70R16	VS	B	413378329	\$ 99.52	\$ 1.00	\$ 2.00	\$ 102.52	\$ 3.00	\$ -	\$ 10.95	\$ 116.47
225/55R16	VS	H	413379329	\$ 115.66	\$ 1.00	\$ 2.00	\$ 118.66	\$ 3.00	\$ -	\$ 10.95	\$ 132.61
215/65R16	VS	B	413382329	\$ 93.08	\$ 1.00	\$ 2.00	\$ 96.08	\$ 3.00	\$ -	\$ 10.95	\$ 110.03
P225/55R18	VS	H	413383329	\$ 128.86	\$ 1.00	\$ 2.00	\$ 131.86	\$ 3.00	\$ -	\$ 10.95	\$ 145.81
P215/65R17	VS	B	413385329	\$ 99.99	\$ 1.00	\$ 2.00	\$ 102.99	\$ 3.00	\$ -	\$ 10.95	\$ 116.94
215/70R15	VS	B	413390329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
P185/65R15	VS	B	413393329	\$ 78.24	\$ 1.00	\$ 2.00	\$ 81.24	\$ 3.00	\$ -	\$ 10.95	\$ 95.19
205/65R15	VS	H	413403329	\$ 85.44	\$ 1.00	\$ 2.00	\$ 88.44	\$ 3.00	\$ -	\$ 10.95	\$ 102.39

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/60R16	VS	B	413407329	\$ 95.51	\$ 1.00	\$ 2.00	\$ 98.51	\$ 3.00	\$ -	\$ 10.95	\$ 112.46
235/60R16	VS	B	413486329	\$ 112.67	\$ 1.00	\$ 2.00	\$ 115.67	\$ 3.00	\$ -	\$ 10.95	\$ 129.62
P225/60R17	VS	B	413487329	\$ 130.82	\$ 1.00	\$ 2.00	\$ 133.82	\$ 3.00	\$ -	\$ 10.95	\$ 147.77
235/60R17	VS	B	413488329	\$ 116.31	\$ 1.00	\$ 2.00	\$ 119.31	\$ 3.00	\$ -	\$ 10.95	\$ 133.26
195/65R15	VS	B	413489329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
195/60R15	VS	B	413490329	\$ 87.17	\$ 1.00	\$ 2.00	\$ 90.17	\$ 3.00	\$ -	\$ 10.95	\$ 104.12
P235/60R18	VS	V	413495329	\$ 141.10	\$ 1.00	\$ 2.00	\$ 144.10	\$ 3.00	\$ -	\$ 10.95	\$ 158.05
235/55R18	VS	V	413496329	\$ 143.03	\$ 1.00	\$ 2.00	\$ 146.03	\$ 3.00	\$ -	\$ 10.95	\$ 159.98
215/55R17	VS	V	413497329	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
P215/60R16	VS	V	413499329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
P205/60R16	VS	V	413500329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
225/55R17	VS	V	413502329	\$ 123.39	\$ 1.00	\$ 2.00	\$ 126.39	\$ 3.00	\$ -	\$ 10.95	\$ 140.34
225/50R17	VS	V	413509329	\$ 122.79	\$ 1.00	\$ 2.00	\$ 125.79	\$ 3.00	\$ -	\$ 10.95	\$ 139.74
P215/50R17	VS	V XL	413511329	\$ 117.75	\$ 1.00	\$ 2.00	\$ 120.75	\$ 3.00	\$ -	\$ 10.95	\$ 134.70
P225/50R18	VS	H	413513329	\$ 137.15	\$ 1.00	\$ 2.00	\$ 140.15	\$ 3.00	\$ -	\$ 10.95	\$ 154.10
245/45R18	VS	V	413516329	\$ 158.96	\$ 1.00	\$ 2.00	\$ 161.96	\$ 3.00	\$ -	\$ 10.95	\$ 175.91
225/65R17	VS	H	413517329	\$ 114.78	\$ 1.00	\$ 2.00	\$ 117.78	\$ 3.00	\$ -	\$ 10.95	\$ 131.73
205/55R16	VS	H	413524329	\$ 101.19	\$ 1.00	\$ 2.00	\$ 104.19	\$ 3.00	\$ -	\$ 10.95	\$ 118.14
215/55R16	VS	H	413525329	\$ 107.48	\$ 1.00	\$ 2.00	\$ 110.48	\$ 3.00	\$ -	\$ 10.95	\$ 124.43
225/45R17	VS	V	413567329	\$ 112.28	\$ 1.00	\$ 2.00	\$ 115.28	\$ 3.00	\$ -	\$ 10.95	\$ 129.23
235/45R17	VS	H	413572329	\$ 141.93	\$ 1.00	\$ 2.00	\$ 144.93	\$ 3.00	\$ -	\$ 10.95	\$ 158.88
205/50R17	VS	V	413582329	\$ 121.02	\$ 1.00	\$ 2.00	\$ 124.02	\$ 3.00	\$ -	\$ 10.95	\$ 137.97
205/65R16	VS	H	413780329	\$ 92.92	\$ 1.00	\$ 2.00	\$ 95.92	\$ 3.00	\$ -	\$ 10.95	\$ 109.87
Eagle LS-2											
245/40R18	BLT	H	706014308	\$ 151.72	\$ 1.00	\$ 2.00	\$ 154.72	\$ 3.00	\$ -	\$ 10.95	\$ 168.67
255/45R19	BLT	V	706016165	\$ 238.40	\$ 1.00	\$ 2.00	\$ 241.40	\$ 3.00	\$ -	\$ 10.95	\$ 255.35
285/40R19	BLT	V	706017165	\$ 272.43	\$ 1.00	\$ 2.00	\$ 275.43	\$ 3.00	\$ -	\$ 10.95	\$ 289.38
P235/50R18	VS	H	706018163	\$ 135.38	\$ 1.00	\$ 2.00	\$ 138.38	\$ 3.00	\$ -	\$ 10.95	\$ 152.33
235/45R18	VS	V	706038163	\$ 148.35	\$ 1.00	\$ 2.00	\$ 151.35	\$ 3.00	\$ -	\$ 10.95	\$ 165.30
P235/60R17	XNW	S	706052025	\$ 142.72	\$ 1.00	\$ 2.00	\$ 145.72	\$ 3.00	\$ -	\$ 10.95	\$ 159.67
255/55R18	VS	H	706068163	\$ 126.00	\$ 1.00	\$ 2.00	\$ 129.00	\$ 3.00	\$ -	\$ 10.95	\$ 142.95
P275/55R20	B02	S	706069165	\$ 146.87	\$ 1.00	\$ 2.00	\$ 149.87	\$ 3.00	\$ -	\$ 10.95	\$ 163.82
245/50R18	BLT	V	706070322	\$ 237.27	\$ 1.00	\$ 2.00	\$ 240.27	\$ 3.00	\$ -	\$ 10.95	\$ 254.22
255/45R19	BLT	H	706073308	\$ 217.97	\$ 1.00	\$ 2.00	\$ 220.97	\$ 3.00	\$ -	\$ 10.95	\$ 234.92
245/50R18	BLT	W	706088322	\$ 251.31	\$ 1.00	\$ 2.00	\$ 254.31	\$ 3.00	\$ -	\$ 10.95	\$ 268.26
255/50R19	VS	H	706110163	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
225/45R17	BLT	H	706113308	\$ 90.05	\$ 1.00	\$ 2.00	\$ 93.05	\$ 3.00	\$ -	\$ 10.95	\$ 107.00

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225/50R18	VSB	H SL	706171163	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
P205/55R16	B01	T SL	706180034	\$ 86.46	\$ 1.00	\$ 2.00	\$ 89.46	\$ 3.00	\$ -	\$ 10.95	\$ 103.41
255/40R19	BLT	H XL	706195308	\$ 224.17	\$ 1.00	\$ 2.00	\$ 227.17	\$ 3.00	\$ -	\$ 10.95	\$ 241.12
255/45R18	BLT	H SL	706196308	\$ 211.14	\$ 1.00	\$ 2.00	\$ 214.14	\$ 3.00	\$ -	\$ 10.95	\$ 228.09
P215/45R17	VSB	H SL	706203163	\$ 113.57	\$ 1.00	\$ 2.00	\$ 116.57	\$ 3.00	\$ -	\$ 10.95	\$ 130.52
265/50R19	BLT	V XL	706215308	\$ 225.05	\$ 1.00	\$ 2.00	\$ 228.05	\$ 3.00	\$ -	\$ 10.95	\$ 242.00
245/45R18	BLT	H XL	706239308	\$ 185.16	\$ 1.00	\$ 2.00	\$ 188.16	\$ 3.00	\$ -	\$ 10.95	\$ 202.11
245/45R18	BLT	V XL	706260322	\$ 220.39	\$ 1.00	\$ 2.00	\$ 223.39	\$ 3.00	\$ -	\$ 10.95	\$ 237.34
245/45R19	BLT	V XL	706280322	\$ 240.57	\$ 1.00	\$ 2.00	\$ 243.57	\$ 3.00	\$ -	\$ 10.95	\$ 257.52
245/40R19	BLT	V XL	706283322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
P225/60R16	B01	S SL	706346034	\$ 98.86	\$ 1.00	\$ 2.00	\$ 101.86	\$ 3.00	\$ -	\$ 10.95	\$ 115.81
235/55R19	BLT	H SL	706356324	\$ 173.64	\$ 1.00	\$ 2.00	\$ 176.64	\$ 3.00	\$ -	\$ 10.95	\$ 190.59
235/45R19	BLT	H SL	706377308	\$ 201.50	\$ 1.00	\$ 2.00	\$ 204.50	\$ 3.00	\$ -	\$ 10.95	\$ 218.45
265/50R19	BLT	V XL	706385308	\$ 234.24	\$ 1.00	\$ 2.00	\$ 237.24	\$ 3.00	\$ -	\$ 10.95	\$ 251.19
275/45R20	BLT	V XL	706386308	\$ 202.13	\$ 1.00	\$ 2.00	\$ 205.13	\$ 3.00	\$ -	\$ 10.95	\$ 219.08
245/40R19	BLT	V XL	706387322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
205/55R16	BLT	H SL	706393308	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
P185/60R15	B01	T SL	706413034	\$ 88.41	\$ 1.00	\$ 2.00	\$ 91.41	\$ 3.00	\$ -	\$ 10.95	\$ 105.36
P235/55R17	B01	H SL	706421034	\$ 155.12	\$ 1.00	\$ 2.00	\$ 158.12	\$ 3.00	\$ -	\$ 10.95	\$ 172.07
225/55R17	VSB	H SL	706447163	\$ 124.05	\$ 1.00	\$ 2.00	\$ 127.05	\$ 3.00	\$ -	\$ 10.95	\$ 141.00
225/55R17	BLT	H SL	706447308	\$ 156.67	\$ 1.00	\$ 2.00	\$ 159.67	\$ 3.00	\$ -	\$ 10.95	\$ 173.62
P185/60R15	VSB	T SL	706460492	\$ 79.94	\$ 1.00	\$ 2.00	\$ 82.94	\$ 3.00	\$ -	\$ 10.95	\$ 96.89
P225/65R16	VSB	H SL	706482163	\$ 87.15	\$ 1.00	\$ 2.00	\$ 90.15	\$ 3.00	\$ -	\$ 10.95	\$ 104.10
P225/55R17	B01	T SL	706486153	\$ 104.94	\$ 1.00	\$ 2.00	\$ 107.94	\$ 3.00	\$ -	\$ 10.95	\$ 121.89
P205/60R16	VSB	T SL	706536492	\$ 91.12	\$ 1.00	\$ 2.00	\$ 94.12	\$ 3.00	\$ -	\$ 10.95	\$ 108.07
P225/50R18	B01	T SL	706543153	\$ 88.94	\$ 1.00	\$ 2.00	\$ 91.94	\$ 3.00	\$ -	\$ 10.95	\$ 105.89
225/50R17	BLT	H SL	706567163	\$ 155.35	\$ 1.00	\$ 2.00	\$ 158.35	\$ 3.00	\$ -	\$ 10.95	\$ 172.30
225/50R17	BLT	H SL	706567308	\$ 226.18	\$ 1.00	\$ 2.00	\$ 229.18	\$ 3.00	\$ -	\$ 10.95	\$ 243.13
P225/55R18	B01	H SL	706569153	\$ 157.64	\$ 1.00	\$ 2.00	\$ 160.64	\$ 3.00	\$ -	\$ 10.95	\$ 174.59
P225/55R18	VSB	H SL	706569163	\$ 100.88	\$ 1.00	\$ 2.00	\$ 103.88	\$ 3.00	\$ -	\$ 10.95	\$ 117.83
245/45R17	BLT	H SL	706578163	\$ 147.72	\$ 1.00	\$ 2.00	\$ 150.72	\$ 3.00	\$ -	\$ 10.95	\$ 164.67
245/45R17	BLT	H SL	706578322	\$ 177.95	\$ 1.00	\$ 2.00	\$ 180.95	\$ 3.00	\$ -	\$ 10.95	\$ 194.90
215/55R16	VSB	H XL	706581163	\$ 119.04	\$ 1.00	\$ 2.00	\$ 122.04	\$ 3.00	\$ -	\$ 10.95	\$ 135.99
265/50R19	BLT	H XL	706598308	\$ 222.91	\$ 1.00	\$ 2.00	\$ 225.91	\$ 3.00	\$ -	\$ 10.95	\$ 239.86
235/45R17	VSB	H XL	706604163	\$ 138.75	\$ 1.00	\$ 2.00	\$ 141.75	\$ 3.00	\$ -	\$ 10.95	\$ 155.70
P205/70R16	VSB	T SL	706611163	\$ 110.29	\$ 1.00	\$ 2.00	\$ 113.29	\$ 3.00	\$ -	\$ 10.95	\$ 127.24
P195/65R15	VSB	S SL	706648163	\$ 64.10	\$ 1.00	\$ 2.00	\$ 67.10	\$ 3.00	\$ -	\$ 10.95	\$ 81.05

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P215/50R17	VSBL	V SL	706687163	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
275/50R20	VSBL	H SL	706794163	\$ 332.13	\$ 1.00	\$ 2.00	\$ 335.13	\$ 3.00	\$ -	\$ 10.95	\$ 349.08
205/50R17	BSW	H SL	706795168	\$ 225.08	\$ 1.00	\$ 2.00	\$ 228.08	\$ 3.00	\$ -	\$ 10.95	\$ 242.03
P235/65R18	VSBL	T SL	706901492	\$ 157.33	\$ 1.00	\$ 2.00	\$ 160.33	\$ 3.00	\$ -	\$ 10.95	\$ 174.28
225/55R17	BLT	V SL	706923322	\$ 186.51	\$ 1.00	\$ 2.00	\$ 189.51	\$ 3.00	\$ -	\$ 10.95	\$ 203.46
275/45R19	BLT	V XL	706928165	\$ 237.67	\$ 1.00	\$ 2.00	\$ 240.67	\$ 3.00	\$ -	\$ 10.95	\$ 254.62
255/55R18	BLT	V XL	706939308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
275/45R20	B01	H XL	706940165	\$ 230.53	\$ 1.00	\$ 2.00	\$ 233.53	\$ 3.00	\$ -	\$ 10.95	\$ 247.48
275/45R20	BLT	H XL	706940308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
255/55R18	VSBL	H XL	706999163	\$ 200.87	\$ 1.00	\$ 2.00	\$ 203.87	\$ 3.00	\$ -	\$ 10.95	\$ 217.82
255/55R18	BLT	H XL	706999308	\$ 198.20	\$ 1.00	\$ 2.00	\$ 201.20	\$ 3.00	\$ -	\$ 10.95	\$ 215.15
Eagle F1 GS D3											
235/50R18	BLT	V SL	709001281	\$ 208.58	\$ 1.00	\$ 2.00	\$ 211.58	\$ 3.00	\$ -	\$ 10.95	\$ 225.53
275/40ZR17	VSBL	Y SL	709254154	\$ 222.09	\$ 1.00	\$ 2.00	\$ 225.09	\$ 3.00	\$ -	\$ 10.95	\$ 239.04
255/45ZR17	VSBL	Y SL	709256154	\$ 210.63	\$ 1.00	\$ 2.00	\$ 213.63	\$ 3.00	\$ -	\$ 10.95	\$ 227.58
285/40ZR17	VSBL	Y SL	709257154	\$ 233.21	\$ 1.00	\$ 2.00	\$ 236.21	\$ 3.00	\$ -	\$ 10.95	\$ 250.16
315/35ZR17	VSBL	Y SL	709260154	\$ 263.49	\$ 1.00	\$ 2.00	\$ 266.49	\$ 3.00	\$ -	\$ 10.95	\$ 280.44
Eagle RS-A											
255/45R20	BSL	V SL	732007741	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
255/45R19	VSBL	V SL	732016500	\$ 166.87	\$ 1.00	\$ 2.00	\$ 169.87	\$ 3.00	\$ -	\$ 10.95	\$ 183.82
205/55R16	VSBL	H SL	732051500	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
P245/40R19	VSBL	W SL	732103500	\$ 191.36	\$ 1.00	\$ 2.00	\$ 194.36	\$ 3.00	\$ -	\$ 10.95	\$ 208.31
P225/55R16	VSBL	H SL	732127500	\$ 107.49	\$ 1.00	\$ 2.00	\$ 110.49	\$ 3.00	\$ -	\$ 10.95	\$ 124.44
P205/55R16	VSBL	H SL	732170500	\$ 73.52	\$ 1.00	\$ 2.00	\$ 76.52	\$ 3.00	\$ -	\$ 10.95	\$ 90.47
P215/55R17	VSBL	V SL	732262500	\$ 122.38	\$ 1.00	\$ 2.00	\$ 125.38	\$ 3.00	\$ -	\$ 10.95	\$ 139.33
P235/50R17	VSBL	V SL	732277500	\$ 126.09	\$ 1.00	\$ 2.00	\$ 129.09	\$ 3.00	\$ -	\$ 10.95	\$ 143.04
P265/50R20	VSBL	V SL	732278500	\$ 234.56	\$ 1.00	\$ 2.00	\$ 237.56	\$ 3.00	\$ -	\$ 10.95	\$ 251.51
P245/45R18	VSBL	V SL	732279438	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P245/40R19	VSBL	V SL	732293500	\$ 185.82	\$ 1.00	\$ 2.00	\$ 188.82	\$ 3.00	\$ -	\$ 10.95	\$ 202.77
P255/60R17	VSBL	H SL	732371500	\$ 179.87	\$ 1.00	\$ 2.00	\$ 182.87	\$ 3.00	\$ -	\$ 10.95	\$ 196.82
P275/60R17	VSBL	H SL	732372500	\$ 142.15	\$ 1.00	\$ 2.00	\$ 145.15	\$ 3.00	\$ -	\$ 10.95	\$ 159.10
P235/55R18	VSBL	V SL	732373500	\$ 136.23	\$ 1.00	\$ 2.00	\$ 139.23	\$ 3.00	\$ -	\$ 10.95	\$ 153.18
P245/40R19	VSBL	W SL	732375500	\$ 191.27	\$ 1.00	\$ 2.00	\$ 194.27	\$ 3.00	\$ -	\$ 10.95	\$ 208.22
195/60R15	VSBL	H SL	732401500	\$ 50.06	\$ 1.00	\$ 2.00	\$ 53.06	\$ 3.00	\$ -	\$ 10.95	\$ 67.01
P295/40R20	VSBL	H SL	732410500	\$ 238.34	\$ 1.00	\$ 2.00	\$ 241.34	\$ 3.00	\$ -	\$ 10.95	\$ 255.29
P235/50R18	VSBL	W SL	732483500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
P205/50R17	VSBL	V SL	732491500	\$ 148.01	\$ 1.00	\$ 2.00	\$ 151.01	\$ 3.00	\$ -	\$ 10.95	\$ 164.96

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/50R17	BLT	W SL	732514500	\$ 160.44	\$ 1.00	\$ 2.00	\$ 163.44	\$ 3.00	\$ -	\$ 10.95	\$ 177.39
P225/50R17	VS	V SL	732515500	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
P235/45R18	VS	V SL	732516500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
245/45R20	VS	Y SL	732548500	\$ 194.54	\$ 1.00	\$ 2.00	\$ 197.54	\$ 3.00	\$ -	\$ 10.95	\$ 211.49
P255/50R20	VS	V SL	732550500	\$ 152.67	\$ 1.00	\$ 2.00	\$ 155.67	\$ 3.00	\$ -	\$ 10.95	\$ 169.62
P255/60R19	VS	H SL	732587500	\$ 164.88	\$ 1.00	\$ 2.00	\$ 167.88	\$ 3.00	\$ -	\$ 10.95	\$ 181.83
P235/60R18	VS	H SL	732601500	\$ 164.47	\$ 1.00	\$ 2.00	\$ 167.47	\$ 3.00	\$ -	\$ 10.95	\$ 181.42
245/45R20	VS	V SL	732603500	\$ 146.15	\$ 1.00	\$ 2.00	\$ 149.15	\$ 3.00	\$ -	\$ 10.95	\$ 163.10
P245/50R20	VS	V SL	732612500	\$ 183.24	\$ 1.00	\$ 2.00	\$ 186.24	\$ 3.00	\$ -	\$ 10.95	\$ 200.19
P245/45R18	VS	V SL	732614500	\$ 181.60	\$ 1.00	\$ 2.00	\$ 184.60	\$ 3.00	\$ -	\$ 10.95	\$ 198.55
P225/45R18	VS	V SL	732646500	\$ 126.38	\$ 1.00	\$ 2.00	\$ 129.38	\$ 3.00	\$ -	\$ 10.95	\$ 143.33
P245/40R19	VS	V SL	732647500	\$ 184.78	\$ 1.00	\$ 2.00	\$ 187.78	\$ 3.00	\$ -	\$ 10.95	\$ 201.73
P205/55R16	VS	H SL	732674500	\$ 69.11	\$ 1.00	\$ 2.00	\$ 72.11	\$ 3.00	\$ -	\$ 10.95	\$ 86.06
P215/45R17	VS	W SL	732682500	\$ 85.26	\$ 1.00	\$ 2.00	\$ 88.26	\$ 3.00	\$ -	\$ 10.95	\$ 102.21
P235/60R18	VS	V SL	732697500	\$ 159.34	\$ 1.00	\$ 2.00	\$ 162.34	\$ 3.00	\$ -	\$ 10.95	\$ 176.29
P235/55R19	VS	H SL	732770500	\$ 184.88	\$ 1.00	\$ 2.00	\$ 187.88	\$ 3.00	\$ -	\$ 10.95	\$ 201.83
P235/70R16	VS	H SL	732804500	\$ 163.06	\$ 1.00	\$ 2.00	\$ 166.06	\$ 3.00	\$ -	\$ 10.95	\$ 180.01
P245/50R20	VS	H SL	732899500	\$ 98.73	\$ 1.00	\$ 2.00	\$ 101.73	\$ 3.00	\$ -	\$ 10.95	\$ 115.68
P225/55R17	VS	V SL	732941500	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P235/65R17	VS	H SL	732957500	\$ 151.44	\$ 1.00	\$ 2.00	\$ 154.44	\$ 3.00	\$ -	\$ 10.95	\$ 168.39
P235/65R17	VS	H SL	732957757	\$ 124.68	\$ 1.00	\$ 2.00	\$ 127.68	\$ 3.00	\$ -	\$ 10.95	\$ 141.63
Assurance Fuel Max											
215/65R16	VS	T SL	738016571	\$ 76.84	\$ 1.00	\$ 2.00	\$ 79.84	\$ 3.00	\$ -	\$ 10.95	\$ 93.79
P215/55R16	VS	H SL	738026571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/55R16	VS	H SL	738053571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/60R16	VS	H SL	738057571	\$ 77.73	\$ 1.00	\$ 2.00	\$ 80.73	\$ 3.00	\$ -	\$ 10.95	\$ 94.68
P205/65R16	VS	T SL	738066571	\$ 86.90	\$ 1.00	\$ 2.00	\$ 89.90	\$ 3.00	\$ -	\$ 10.95	\$ 103.85
P195/60R15	VS	H SL	738093571	\$ 63.04	\$ 1.00	\$ 2.00	\$ 66.04	\$ 3.00	\$ -	\$ 10.95	\$ 79.99
P205/60R15	VS	H SL	738148571	\$ 79.34	\$ 1.00	\$ 2.00	\$ 82.34	\$ 3.00	\$ -	\$ 10.95	\$ 96.29
P225/60R17	VS	T SL	738168571	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
P215/60R17	VS	T SL	738198571	\$ 89.38	\$ 1.00	\$ 2.00	\$ 92.38	\$ 3.00	\$ -	\$ 10.95	\$ 106.33
P225/55R17	VS	H SL	738201571	\$ 98.51	\$ 1.00	\$ 2.00	\$ 101.51	\$ 3.00	\$ -	\$ 10.95	\$ 115.46
P235/55R17	VS	H SL	738205571	\$ 97.72	\$ 1.00	\$ 2.00	\$ 100.72	\$ 3.00	\$ -	\$ 10.95	\$ 114.67
P205/70R15	VS	T SL	738236571	\$ 73.04	\$ 1.00	\$ 2.00	\$ 76.04	\$ 3.00	\$ -	\$ 10.95	\$ 89.99
P185/60R15	VS	T SL	738273571	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
P195/65R15	VS	H SL	738274571	\$ 68.61	\$ 1.00	\$ 2.00	\$ 71.61	\$ 3.00	\$ -	\$ 10.95	\$ 85.56
215/70R15	VS	T SL	738280571	\$ 65.40	\$ 1.00	\$ 2.00	\$ 68.40	\$ 3.00	\$ -	\$ 10.95	\$ 82.35

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/65R17	VS	T SL	738285571	\$ 90.62	\$ 1.00	\$ 2.00	\$ 93.62	\$ 3.00	\$ -	\$ 10.95	\$ 107.57
235/65R16	VS	T SL	738287571	\$ 93.16	\$ 1.00	\$ 2.00	\$ 96.16	\$ 3.00	\$ -	\$ 10.95	\$ 110.11
P195/65R15	VS	S SL	738289571	\$ 73.45	\$ 1.00	\$ 2.00	\$ 76.45	\$ 3.00	\$ -	\$ 10.95	\$ 90.40
P235/65R17	VS	H SL	738317571	\$ 92.99	\$ 1.00	\$ 2.00	\$ 95.99	\$ 3.00	\$ -	\$ 10.95	\$ 109.94
P205/50R16	VS	H SL	738318571	\$ 77.23	\$ 1.00	\$ 2.00	\$ 80.23	\$ 3.00	\$ -	\$ 10.95	\$ 94.18
235/60R16	VS	H SL	738334571	\$ 103.90	\$ 1.00	\$ 2.00	\$ 106.90	\$ 3.00	\$ -	\$ 10.95	\$ 120.85
235/60R17	VS	H SL	738335571	\$ 107.62	\$ 1.00	\$ 2.00	\$ 110.62	\$ 3.00	\$ -	\$ 10.95	\$ 124.57
225/55R16	VS	H SL	738336571	\$ 102.96	\$ 1.00	\$ 2.00	\$ 105.96	\$ 3.00	\$ -	\$ 10.95	\$ 119.91
P185/65R14	VS	H SL	738337571	\$ 70.12	\$ 1.00	\$ 2.00	\$ 73.12	\$ 3.00	\$ -	\$ 10.95	\$ 87.07
225/65R16	VS	H SL	738338571	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
215/55R17	VS	V SL	738340571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/50R17	VS	V SL	738372571	\$ 97.50	\$ 1.00	\$ 2.00	\$ 100.50	\$ 3.00	\$ -	\$ 10.95	\$ 114.45
205/65R15	VS	H SL	738403571	\$ 69.35	\$ 1.00	\$ 2.00	\$ 72.35	\$ 3.00	\$ -	\$ 10.95	\$ 86.30
225/60R16	VS	H SL	738407571	\$ 78.81	\$ 1.00	\$ 2.00	\$ 81.81	\$ 3.00	\$ -	\$ 10.95	\$ 95.76
P215/65R17	VS	T SL	738432571	\$ 82.74	\$ 1.00	\$ 2.00	\$ 85.74	\$ 3.00	\$ -	\$ 10.95	\$ 99.69
185/65R15	VS	H SL	738523571	\$ 64.45	\$ 1.00	\$ 2.00	\$ 67.45	\$ 3.00	\$ -	\$ 10.95	\$ 81.40
175/60R16	VS	H SL	738529571	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
215/55R17	VS	V SL	738548571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/45R17	VS	V SL	738567571	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
215/45R17	VS	V SL	738568571	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
P215/50R17	VS	V XL	738569571	\$ 96.15	\$ 1.00	\$ 2.00	\$ 99.15	\$ 3.00	\$ -	\$ 10.95	\$ 113.10
205/60R16	VS	V SL	738570571	\$ 81.36	\$ 1.00	\$ 2.00	\$ 84.36	\$ 3.00	\$ -	\$ 10.95	\$ 98.31
215/60R16	VS	V SL	738571571	\$ 75.65	\$ 1.00	\$ 2.00	\$ 78.65	\$ 3.00	\$ -	\$ 10.95	\$ 92.60
195/55R16	VS	V SL	738604571	\$ 85.64	\$ 1.00	\$ 2.00	\$ 88.64	\$ 3.00	\$ -	\$ 10.95	\$ 102.59
P175/65R15	VS	H SL	738609571	\$ 78.08	\$ 1.00	\$ 2.00	\$ 81.08	\$ 3.00	\$ -	\$ 10.95	\$ 95.03
P215/60R16	VS	H SL	738638571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/60R16	VS	H SL	738704571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/55R17	VS	V SL	738735571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/55R17	VS	V SL	738754571	\$ 107.68	\$ 1.00	\$ 2.00	\$ 110.68	\$ 3.00	\$ -	\$ 10.95	\$ 124.63
Marathon Trailer											
ST185/80R13	BSL	C	762045406	\$ 71.81	\$ 1.00	\$ 2.00	\$ 74.81	\$ 3.00	\$ -	\$ 10.95	\$ 88.76
ST205/75R15	BSL	C	762171406	\$ 80.25	\$ 1.00	\$ 2.00	\$ 83.25	\$ 3.00	\$ -	\$ 10.95	\$ 97.20
ST225/75R15	BSL	C	762172406	\$ 86.61	\$ 1.00	\$ 2.00	\$ 89.61	\$ 3.00	\$ -	\$ 10.95	\$ 103.56
ST225/75R15	BSL	D	762173406	\$ 92.44	\$ 1.00	\$ 2.00	\$ 95.44	\$ 3.00	\$ -	\$ 10.95	\$ 109.39
ST175/80R13	BSL	C	762174406	\$ 67.41	\$ 1.00	\$ 2.00	\$ 70.41	\$ 3.00	\$ -	\$ 10.95	\$ 84.36
ST205/75R14	BSL	C	762176406	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
ST215/75R14	BSL	C	762177406	\$ 85.76	\$ 1.00	\$ 2.00	\$ 88.76	\$ 3.00	\$ -	\$ 10.95	\$ 102.71

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ST235/80R16	BSL	E	762394406	\$ 126.63	\$ 1.00	\$ 2.00	\$ 129.63	\$ 3.00	\$ -	\$ 10.95	\$ 143.58
ST235/80R16	BSL	D	762400406	\$ 119.48	\$ 1.00	\$ 2.00	\$ 122.48	\$ 3.00	\$ -	\$ 10.95	\$ 136.43
Ultra Grip Winter											
215/65R16	BSW	T SL	766016355	\$ 76.10	\$ 1.00	\$ 2.00	\$ 79.10	\$ 3.00	\$ -	\$ 10.95	\$ 93.05
175/70R14	BSW	T SL	766105355	\$ 49.62	\$ 1.00	\$ 2.00	\$ 52.62	\$ 3.00	\$ -	\$ 10.95	\$ 66.57
185/65R14	BSW	T SL	766106355	\$ 56.55	\$ 1.00	\$ 2.00	\$ 59.55	\$ 3.00	\$ -	\$ 10.95	\$ 73.50
235/65R16	VSB	T SL	766207358	\$ 84.28	\$ 1.00	\$ 2.00	\$ 87.28	\$ 3.00	\$ -	\$ 10.95	\$ 101.23
205/60R16	VSB	T SL	766212358	\$ 70.56	\$ 1.00	\$ 2.00	\$ 73.56	\$ 3.00	\$ -	\$ 10.95	\$ 87.51
185/65R15	BSW	T SL	766259355	\$ 59.47	\$ 1.00	\$ 2.00	\$ 62.47	\$ 3.00	\$ -	\$ 10.95	\$ 76.42
215/70R15	BSW	T SL	766280355	\$ 63.16	\$ 1.00	\$ 2.00	\$ 66.16	\$ 3.00	\$ -	\$ 10.95	\$ 80.11
175/65R14	BSW	T SL	766360355	\$ 54.31	\$ 1.00	\$ 2.00	\$ 57.31	\$ 3.00	\$ -	\$ 10.95	\$ 71.26
185/60R14	BSW	T SL	766474355	\$ 56.95	\$ 1.00	\$ 2.00	\$ 59.95	\$ 3.00	\$ -	\$ 10.95	\$ 73.90
185/70R14	BSW	T SL	766476355	\$ 50.47	\$ 1.00	\$ 2.00	\$ 53.47	\$ 3.00	\$ -	\$ 10.95	\$ 67.42
195/65R15	BSW	T SL	766477355	\$ 61.02	\$ 1.00	\$ 2.00	\$ 64.02	\$ 3.00	\$ -	\$ 10.95	\$ 77.97
205/65R15	BSW	T SL	766478355	\$ 63.82	\$ 1.00	\$ 2.00	\$ 66.82	\$ 3.00	\$ -	\$ 10.95	\$ 80.77
235/60R18	VSB	T XL	766553358	\$ 121.12	\$ 1.00	\$ 2.00	\$ 124.12	\$ 3.00	\$ -	\$ 10.95	\$ 138.07
215/60R16	VSB	T SL	766562358	\$ 75.75	\$ 1.00	\$ 2.00	\$ 78.75	\$ 3.00	\$ -	\$ 10.95	\$ 92.70
215/55R17	VSB	T SL	766597358	\$ 93.54	\$ 1.00	\$ 2.00	\$ 96.54	\$ 3.00	\$ -	\$ 10.95	\$ 110.49
235/55R17	VSB	T SL	766599358	\$ 102.54	\$ 1.00	\$ 2.00	\$ 105.54	\$ 3.00	\$ -	\$ 10.95	\$ 119.49
225/50R17	VSB	T SL	766600358	\$ 105.35	\$ 1.00	\$ 2.00	\$ 108.35	\$ 3.00	\$ -	\$ 10.95	\$ 122.30
215/60R15	VSB	T SL	766706358	\$ 67.09	\$ 1.00	\$ 2.00	\$ 70.09	\$ 3.00	\$ -	\$ 10.95	\$ 84.04
195/55R15	VSB	T SL	766709358	\$ 68.23	\$ 1.00	\$ 2.00	\$ 71.23	\$ 3.00	\$ -	\$ 10.95	\$ 85.18
225/65R16	VSB	T SL	766714358	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
225/60R16	VSB	T SL	766715358	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
235/60R16	VSB	T SL	766716358	\$ 83.24	\$ 1.00	\$ 2.00	\$ 86.24	\$ 3.00	\$ -	\$ 10.95	\$ 100.19
205/55R16	VSB	T SL	766718358	\$ 76.29	\$ 1.00	\$ 2.00	\$ 79.29	\$ 3.00	\$ -	\$ 10.95	\$ 93.24
215/65R17	VSB	T SL	766719358	\$ 85.67	\$ 1.00	\$ 2.00	\$ 88.67	\$ 3.00	\$ -	\$ 10.95	\$ 102.62
225/65R17	VSB	T SL	766720358	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/65R17	VSB	T SL	766722358	\$ 97.10	\$ 1.00	\$ 2.00	\$ 100.10	\$ 3.00	\$ -	\$ 10.95	\$ 114.05
225/60R17	VSB	T SL	766723358	\$ 92.63	\$ 1.00	\$ 2.00	\$ 95.63	\$ 3.00	\$ -	\$ 10.95	\$ 109.58
225/55R17	VSB	T SL	766726358	\$ 97.73	\$ 1.00	\$ 2.00	\$ 100.73	\$ 3.00	\$ -	\$ 10.95	\$ 114.68
235/55R18	VSB	T SL	766733358	\$ 119.86	\$ 1.00	\$ 2.00	\$ 122.86	\$ 3.00	\$ -	\$ 10.95	\$ 136.81
245/55R19	VSB	T SL	766734358	\$ 129.34	\$ 1.00	\$ 2.00	\$ 132.34	\$ 3.00	\$ -	\$ 10.95	\$ 146.29
195/70R14	BSW	T SL	766736355	\$ 51.92	\$ 1.00	\$ 2.00	\$ 54.92	\$ 3.00	\$ -	\$ 10.95	\$ 68.87
235/75R15	BSW	T SL	766737355	\$ 74.62	\$ 1.00	\$ 2.00	\$ 77.62	\$ 3.00	\$ -	\$ 10.95	\$ 91.57
205/70R15	BSW	T SL	766738355	\$ 60.83	\$ 1.00	\$ 2.00	\$ 63.83	\$ 3.00	\$ -	\$ 10.95	\$ 77.78
185/60R15	BSW	T SL	766739355	\$ 59.69	\$ 1.00	\$ 2.00	\$ 62.69	\$ 3.00	\$ -	\$ 10.95	\$ 76.64

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195/60R15	BSW	T SL	766740355	\$ 61.40	\$ 1.00	\$ 2.00	\$ 64.40	\$ 3.00	\$ -	\$ 10.95	\$ 78.35
205/60R15	BSW	T SL	766741355	\$ 63.41	\$ 1.00	\$ 2.00	\$ 66.41	\$ 3.00	\$ -	\$ 10.95	\$ 80.36
205/65R16	BSW	T SL	766758355	\$ 72.73	\$ 1.00	\$ 2.00	\$ 75.73	\$ 3.00	\$ -	\$ 10.95	\$ 89.68
Ultra Grip Ice WRT											
225/60R16	BSW	S SL	780034350	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
205/60R16	BSW	T SL	780212350	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
225/65R16	BSW	S SL	780327350	\$ 87.21	\$ 1.00	\$ 2.00	\$ 90.21	\$ 3.00	\$ -	\$ 10.95	\$ 104.16
235/60R16	BSW	S SL	780328350	\$ 92.94	\$ 1.00	\$ 2.00	\$ 95.94	\$ 3.00	\$ -	\$ 10.95	\$ 109.89
P255/65R18	B03	Q SL	780504404	\$ 130.06	\$ 1.00	\$ 2.00	\$ 133.06	\$ 3.00	\$ -	\$ 10.95	\$ 147.01
P255/60R19	B03	Q SL	780505404	\$ 141.33	\$ 1.00	\$ 2.00	\$ 144.33	\$ 3.00	\$ -	\$ 10.95	\$ 158.28
245/50R20	BSW	S SL	780549350	\$ 147.22	\$ 1.00	\$ 2.00	\$ 150.22	\$ 3.00	\$ -	\$ 10.95	\$ 164.17
235/55R19	BSW	T SL	780550350	\$ 125.40	\$ 1.00	\$ 2.00	\$ 128.40	\$ 3.00	\$ -	\$ 10.95	\$ 142.35
245/55R19	BSW	S SL	780551350	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
235/65R18	BSW	S SL	780552350	\$ 123.48	\$ 1.00	\$ 2.00	\$ 126.48	\$ 3.00	\$ -	\$ 10.95	\$ 140.43
235/60R18	BSW	T XL	780553350	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
245/60R18	BSW	S SL	780554350	\$ 124.27	\$ 1.00	\$ 2.00	\$ 127.27	\$ 3.00	\$ -	\$ 10.95	\$ 141.22
235/55R18	BSW	T SL	780556350	\$ 118.60	\$ 1.00	\$ 2.00	\$ 121.60	\$ 3.00	\$ -	\$ 10.95	\$ 135.55
255/55R18	BSW	S XL	780557350	\$ 130.32	\$ 1.00	\$ 2.00	\$ 133.32	\$ 3.00	\$ -	\$ 10.95	\$ 147.27
225/50R18	BSW	S SL	780558350	\$ 133.90	\$ 1.00	\$ 2.00	\$ 136.90	\$ 3.00	\$ -	\$ 10.95	\$ 150.85
235/60R17	BSW	S SL	780559350	\$ 99.93	\$ 1.00	\$ 2.00	\$ 102.93	\$ 3.00	\$ -	\$ 10.95	\$ 116.88
215/65R16	BWS	S SL	780560350	\$ 84.16	\$ 1.00	\$ 2.00	\$ 87.16	\$ 3.00	\$ -	\$ 10.95	\$ 101.11
225/65R16	BSW	S SL	780561350	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
215/60R16	BSW	T SL	780562350	\$ 84.53	\$ 1.00	\$ 2.00	\$ 87.53	\$ 3.00	\$ -	\$ 10.95	\$ 101.48
205/55R16	BSW	T XL	780563350	\$ 90.42	\$ 1.00	\$ 2.00	\$ 93.42	\$ 3.00	\$ -	\$ 10.95	\$ 107.37
215/55R16	BSW	S XL	780583350	\$ 94.99	\$ 1.00	\$ 2.00	\$ 97.99	\$ 3.00	\$ -	\$ 10.95	\$ 111.94
195/65R15	BSW	S SL	780584350	\$ 70.59	\$ 1.00	\$ 2.00	\$ 73.59	\$ 3.00	\$ -	\$ 10.95	\$ 87.54
215/65R17	BSW	S SL	780585350	\$ 90.52	\$ 1.00	\$ 2.00	\$ 93.52	\$ 3.00	\$ -	\$ 10.95	\$ 107.47
225/60R17	BSW	S SL	780596350	\$ 99.14	\$ 1.00	\$ 2.00	\$ 102.14	\$ 3.00	\$ -	\$ 10.95	\$ 116.09
215/55R17	BSW	T SL	780597350	\$ 103.99	\$ 1.00	\$ 2.00	\$ 106.99	\$ 3.00	\$ -	\$ 10.95	\$ 120.94
225/55R17	BSW	T XL	780598350	\$ 106.57	\$ 1.00	\$ 2.00	\$ 109.57	\$ 3.00	\$ -	\$ 10.95	\$ 123.52
235/55R17	BSW	T SL	780599350	\$ 113.28	\$ 1.00	\$ 2.00	\$ 116.28	\$ 3.00	\$ -	\$ 10.95	\$ 130.23
225/50R17	BSW	T SL	780600350	\$ 124.37	\$ 1.00	\$ 2.00	\$ 127.37	\$ 3.00	\$ -	\$ 10.95	\$ 141.32
225/45R17	BSW	T XL	780640350	\$ 123.61	\$ 1.00	\$ 2.00	\$ 126.61	\$ 3.00	\$ -	\$ 10.95	\$ 140.56
215/50R17	BSW	T XL	780641350	\$ 119.71	\$ 1.00	\$ 2.00	\$ 122.71	\$ 3.00	\$ -	\$ 10.95	\$ 136.66
215/45R17	BSW	T SL	780642350	\$ 116.02	\$ 1.00	\$ 2.00	\$ 119.02	\$ 3.00	\$ -	\$ 10.95	\$ 132.97
225/55R18	BSW	T SL	780643350	\$ 134.12	\$ 1.00	\$ 2.00	\$ 137.12	\$ 3.00	\$ -	\$ 10.95	\$ 151.07
225/45R18	BSW	T SL	780670350	\$ 129.84	\$ 1.00	\$ 2.00	\$ 132.84	\$ 3.00	\$ -	\$ 10.95	\$ 146.79

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235/45R18	BSW	T SL	780687350	\$ 134.63	\$ 1.00	\$ 2.00	\$ 137.63	\$ 3.00	\$ -	\$ 10.95	\$ 151.58
235/50R18	BSW	T SL	780689350	\$ 137.21	\$ 1.00	\$ 2.00	\$ 140.21	\$ 3.00	\$ -	\$ 10.95	\$ 154.16
235/65R16	BSW	S SL	780703350	\$ 92.22	\$ 1.00	\$ 2.00	\$ 95.22	\$ 3.00	\$ -	\$ 10.95	\$ 109.17
225/65R17	BSW	S SL	780712350	\$ 95.43	\$ 1.00	\$ 2.00	\$ 98.43	\$ 3.00	\$ -	\$ 10.95	\$ 112.38
225/60R17	BSW	S SL	780752350	\$ 95.59	\$ 1.00	\$ 2.00	\$ 98.59	\$ 3.00	\$ -	\$ 10.95	\$ 112.54
Convenience Spares											
T145/80D18	SBL	M LL	818022253	\$ 73.27	\$ 1.00	\$ 2.00	\$ 76.27	\$ 3.00	\$ -	\$ 10.95	\$ 90.22
T135/90D17	SBL	M SL	818052253	\$ 64.13	\$ 1.00	\$ 2.00	\$ 67.13	\$ 3.00	\$ -	\$ 10.95	\$ 81.08
T145/80D17	SBL	M LL	818070253	\$ 68.07	\$ 1.00	\$ 2.00	\$ 71.07	\$ 3.00	\$ -	\$ 10.95	\$ 85.02
T145/90D16	BL	M SL	818208253	\$ 60.67	\$ 1.00	\$ 2.00	\$ 63.67	\$ 3.00	\$ -	\$ 10.95	\$ 77.62
T115/70D15	BL	M SL	818258256	\$ 54.91	\$ 1.00	\$ 2.00	\$ 57.91	\$ 3.00	\$ -	\$ 10.95	\$ 71.86
T125/70D16	BL	M SL	818286253	\$ 56.45	\$ 1.00	\$ 2.00	\$ 59.45	\$ 3.00	\$ -	\$ 10.95	\$ 73.40
T155/90D16	SBL	M SL	818372253	\$ 63.75	\$ 1.00	\$ 2.00	\$ 66.75	\$ 3.00	\$ -	\$ 10.95	\$ 80.70
T135/80D16	BL	M SL	818405450	\$ 59.72	\$ 1.00	\$ 2.00	\$ 62.72	\$ 3.00	\$ -	\$ 10.95	\$ 76.67
Goodyear - Light Truck and Steel Casing											
Steel Casing G633											
8R195		L F	139065028	\$ 265.13	\$ 1.00	\$ 10.00	\$ 276.13	\$ 7.00	\$ 15.00	\$ 22.00	\$ 320.13
Steel Casing Armormax G949 RSA											
LT225/75R16		E	139072303	\$ 238.66	\$ 1.00	\$ 10.00	\$ 249.66	\$ 7.00	\$ 15.00	\$ 22.00	\$ 293.66
LT235/85R16		E	139080303	\$ 249.85	\$ 1.00	\$ 10.00	\$ 260.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 304.85
LT215/85R16		E	139081303	\$ 245.65	\$ 1.00	\$ 10.00	\$ 256.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 300.65
LT245/75R16		E	139082303	\$ 257.35	\$ 1.00	\$ 10.00	\$ 268.35	\$ 7.00	\$ 15.00	\$ 22.00	\$ 312.35
Steel Casing Armormax G933 RSD											
LT225/75R16		E	139072304	\$ 247.28	\$ 1.00	\$ 10.00	\$ 258.28	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.28
LT235/85R16		E	139080304	\$ 254.92	\$ 1.00	\$ 10.00	\$ 265.92	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.92
LT215/85R16		E	139081304	\$ 242.18	\$ 1.00	\$ 10.00	\$ 253.18	\$ 7.00	\$ 15.00	\$ 22.00	\$ 297.18
LT245/75R16		E	139082304	\$ 262.58	\$ 1.00	\$ 10.00	\$ 273.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 317.58
Steel Casing Armormax G947 RSS											
LT225/75R16		E	139072305	\$ 247.33	\$ 1.00	\$ 10.00	\$ 258.33	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.33
LT235/85R16		E	139080305	\$ 252.37	\$ 1.00	\$ 10.00	\$ 263.37	\$ 7.00	\$ 15.00	\$ 22.00	\$ 307.37
LT215/85R16		E	139081305	\$ 244.80	\$ 1.00	\$ 10.00	\$ 255.80	\$ 7.00	\$ 15.00	\$ 22.00	\$ 299.80
LT245/75R16		E	139082305	\$ 259.95	\$ 1.00	\$ 10.00	\$ 270.95	\$ 7.00	\$ 15.00	\$ 22.00	\$ 314.95
Steel Casing Armormax G971											
LT235/85R16		E	139080307	\$ 277.09	\$ 1.00	\$ 10.00	\$ 288.09	\$ 7.00	\$ 15.00	\$ 22.00	\$ 332.09

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LT215/85R16		E	139081307	\$ 263.24	\$ 1.00	\$ 10.00	\$ 274.24	\$ 7.00	\$ 15.00	\$ 22.00	\$ 318.24
Steel Casing G647 RSS											
225/70R195	BSL	L G	139172053	\$ 295.68	\$ 1.00	\$ 10.00	\$ 306.68	\$ 7.00	\$ 15.00	\$ 22.00	\$ 350.68
245/70R195	BSL	L G	139177080	\$ 313.42	\$ 1.00	\$ 10.00	\$ 324.42	\$ 7.00	\$ 15.00	\$ 22.00	\$ 368.42
225/70R195		F	139418053	\$ 289.77	\$ 1.00	\$ 10.00	\$ 300.77	\$ 7.00	\$ 15.00	\$ 22.00	\$ 344.77
8R195 F G647		L F	139699080	\$ 270.47	\$ 1.00	\$ 10.00	\$ 281.47	\$ 7.00	\$ 15.00	\$ 22.00	\$ 325.47
Steel Casing G622 RSD											
225/70R195		G	139172205	\$ 299.60	\$ 1.00	\$ 10.00	\$ 310.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 354.60
225/70R195		F	139418205	\$ 293.60	\$ 1.00	\$ 10.00	\$ 304.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 348.60
245/70R195		L G	139913205	\$ 317.57	\$ 1.00	\$ 10.00	\$ 328.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 372.57
Steel Casing Regional RHS											
205/75R17.5	BSW	L F	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 358.85
Steel Casing G614 RST											
LT235/85R16G		G	139229099	\$ 239.57	\$ 1.00	\$ 10.00	\$ 250.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 294.57
Steel Casing G670 RV											
245/70R195		L G	139913050	\$ 376.30	\$ 1.00	\$ 10.00	\$ 387.30	\$ 7.00	\$ 15.00	\$ 22.00	\$ 431.30
225/70R195		F	139418050	\$ 296.93	\$ 1.00	\$ 10.00	\$ 307.93	\$ 7.00	\$ 15.00	\$ 22.00	\$ 351.93
Steel Casing G661 HSA'											
225/70R19.5	B01	L G	139623581	\$ 304.10	\$ 1.00	\$ 10.00	\$ 315.10	\$ 7.00	\$ 15.00	\$ 22.00	\$ 359.10
245/70R19.5	B01	L H	139711581	\$ 323.82	\$ 1.00	\$ 10.00	\$ 334.82	\$ 7.00	\$ 15.00	\$ 22.00	\$ 378.82
Steel Casing Regional RHT II											
245/70R17.5	BLT	J J	139669527	\$ 271.39	\$ 1.00	\$ 10.00	\$ 282.39	\$ 7.00	\$ 15.00	\$ 22.00	\$ 326.39
Steel Casing G171											
8R195 F G171 TL		L F	139699107	\$ 283.64	\$ 1.00	\$ 10.00	\$ 294.64	\$ 7.00	\$ 15.00	\$ 22.00	\$ 338.64
Steel Casing SP 348											
225/70R19.5		L G	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 295.17
245/70R19.5		L G	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.58
Steel Casing SP 461											
225/70R19.5		L G	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 313.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 329.17
Wrangler RT/S											
P265/70R16	OWL	S SL	137212568	\$ 98.74	\$ 1.00	\$ 2.00	\$ 101.74	\$ 3.00	\$ -	\$ 10.95	\$ 115.69
P235/75R15	OWL	S SL	137719568	\$ 77.14	\$ 1.00	\$ 2.00	\$ 80.14	\$ 3.00	\$ -	\$ 10.95	\$ 94.09

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P255/70R16	OWL	S SL	137840039	\$ 92.57	\$ 1.00	\$ 2.00	\$ 95.57	\$ 3.00	\$ -	\$ 10.95	\$ 109.52
Wrangler Duratrac											
265/65R17	BSL	S SL	150153601	\$ 139.07	\$ 1.00	\$ 2.00	\$ 142.07	\$ 3.00	\$ -	\$ 10.95	\$ 156.02
265/70R17	BSL	S SL	150154601	\$ 134.01	\$ 1.00	\$ 2.00	\$ 137.01	\$ 3.00	\$ -	\$ 10.95	\$ 150.96
255/70R18	BSL	S SL	150524601	\$ 147.71	\$ 1.00	\$ 2.00	\$ 150.71	\$ 3.00	\$ -	\$ 10.95	\$ 164.66
265/60R18	BSL	S SL	150525601	\$ 148.49	\$ 1.00	\$ 2.00	\$ 151.49	\$ 3.00	\$ -	\$ 10.95	\$ 165.44
265/70R16	BSL	S SL	150564601	\$ 128.35	\$ 1.00	\$ 2.00	\$ 131.35	\$ 3.00	\$ -	\$ 10.95	\$ 145.30
255/70R16	BSL	S SL	150567601	\$ 123.05	\$ 1.00	\$ 2.00	\$ 126.05	\$ 3.00	\$ -	\$ 10.95	\$ 140.00
275/55R20	BSL	S SL	150636601	\$ 162.87	\$ 1.00	\$ 2.00	\$ 165.87	\$ 3.00	\$ -	\$ 10.95	\$ 179.82
275/65R18	BSL	S SL	150638601	\$ 153.72	\$ 1.00	\$ 2.00	\$ 156.72	\$ 3.00	\$ -	\$ 10.95	\$ 170.67
265/65R18	BSL	S SL	150644601	\$ 157.74	\$ 1.00	\$ 2.00	\$ 160.74	\$ 3.00	\$ -	\$ 10.95	\$ 174.69
255/55R19	BLT	S XL	150663574	\$ 166.01	\$ 1.00	\$ 2.00	\$ 169.01	\$ 3.00	\$ -	\$ 10.95	\$ 182.96
245/70R17	BSL	S SL	150675601	\$ 130.22	\$ 1.00	\$ 2.00	\$ 133.22	\$ 3.00	\$ -	\$ 10.95	\$ 147.17
275/60R20	BSL	S SL	150678601	\$ 170.38	\$ 1.00	\$ 2.00	\$ 173.38	\$ 3.00	\$ -	\$ 10.95	\$ 187.33
255/75R17	BSL	S SL	150684601	\$ 119.69	\$ 1.00	\$ 2.00	\$ 122.69	\$ 3.00	\$ -	\$ 10.95	\$ 136.64
31X10.50R15LT	OWL	Q C	312007027	\$ 128.68	\$ 1.00	\$ 2.00	\$ 131.68	\$ 3.00	\$ -	\$ 10.95	\$ 145.63
LT235/75R15	OWL	Q C	312008027	\$ 128.64	\$ 1.00	\$ 2.00	\$ 131.64	\$ 3.00	\$ -	\$ 10.95	\$ 145.59
LT225/75R16	BSL	Q E	312009142	\$ 137.47	\$ 1.00	\$ 2.00	\$ 140.47	\$ 3.00	\$ -	\$ 10.95	\$ 154.42
LT215/85R16	BSL	Q E	312010142	\$ 135.86	\$ 1.00	\$ 2.00	\$ 138.86	\$ 3.00	\$ -	\$ 10.95	\$ 152.81
LT275/65R18	BSL	Q E	312011142	\$ 189.98	\$ 1.00	\$ 2.00	\$ 192.98	\$ 3.00	\$ -	\$ 10.95	\$ 206.93
LT275/70R18	BSL	Q E	312012142	\$ 192.12	\$ 1.00	\$ 2.00	\$ 195.12	\$ 3.00	\$ -	\$ 10.95	\$ 209.07
LT315/75R16	BSL	Q E	312013142	\$ 190.14	\$ 1.00	\$ 2.00	\$ 193.14	\$ 3.00	\$ -	\$ 10.95	\$ 207.09
LT265/70R17	BSL	Q E	312014142	\$ 176.50	\$ 1.00	\$ 2.00	\$ 179.50	\$ 3.00	\$ -	\$ 10.95	\$ 193.45
LT285/70R17	OWL	Q D	312015027	\$ 198.50	\$ 1.00	\$ 2.00	\$ 201.50	\$ 3.00	\$ -	\$ 10.95	\$ 215.45
LT325/65R18	BSL	Q E	312016142	\$ 258.52	\$ 1.00	\$ 2.00	\$ 261.52	\$ 3.00	\$ -	\$ 10.95	\$ 275.47
LT245/75R16	OWL	Q C	312017027	\$ 128.76	\$ 1.00	\$ 2.00	\$ 131.76	\$ 3.00	\$ -	\$ 10.95	\$ 145.71
LT265/75R16	OWL	Q C	312018027	\$ 139.66	\$ 1.00	\$ 2.00	\$ 142.66	\$ 3.00	\$ -	\$ 10.95	\$ 156.61
LT265/70R17	OWL	Q C	312019027	\$ 168.94	\$ 1.00	\$ 2.00	\$ 171.94	\$ 3.00	\$ -	\$ 10.95	\$ 185.89
33X12.50R15LT	OWL	Q C	312020027	\$ 150.52	\$ 1.00	\$ 2.00	\$ 153.52	\$ 3.00	\$ -	\$ 10.95	\$ 167.47
LT245/70R17	BSL	Q E	312022142	\$ 150.89	\$ 1.00	\$ 2.00	\$ 153.89	\$ 3.00	\$ -	\$ 10.95	\$ 167.84
LT245/75R17	OWL	Q E	312023027	\$ 164.59	\$ 1.00	\$ 2.00	\$ 167.59	\$ 3.00	\$ -	\$ 10.95	\$ 181.54
LT295/65R18	BSL	P E	312024142	\$ 220.51	\$ 1.00	\$ 2.00	\$ 223.51	\$ 3.00	\$ -	\$ 10.95	\$ 237.46
LT275/65R20	BSL	Q E	312025142	\$ 237.44	\$ 1.00	\$ 2.00	\$ 240.44	\$ 3.00	\$ -	\$ 10.95	\$ 254.39
LT285/60R20	BSL	Q E	312028142	\$ 267.81	\$ 1.00	\$ 2.00	\$ 270.81	\$ 3.00	\$ -	\$ 10.95	\$ 284.76
LT325/60R20	BSL	Q E	312029142	\$ 328.44	\$ 1.00	\$ 2.00	\$ 331.44	\$ 3.00	\$ -	\$ 10.95	\$ 345.39
LT305/55R20	BSL	Q E	312030142	\$ 286.48	\$ 1.00	\$ 2.00	\$ 289.48	\$ 3.00	\$ -	\$ 10.95	\$ 303.43
LT315/70R17	BSL	Q D	312031142	\$ 220.04	\$ 1.00	\$ 2.00	\$ 223.04	\$ 3.00	\$ -	\$ 10.95	\$ 236.99

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LT235/80R17	BSL	Q E	312032142	\$ 164.72	\$ 1.00	\$ 2.00	\$ 167.72	\$ 3.00	\$ -	\$ 10.95	\$ 181.67
LT265/75R16	BSL	Q E	312034142	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT285/75R16	BSL	P E	312035142	\$ 160.24	\$ 1.00	\$ 2.00	\$ 163.24	\$ 3.00	\$ -	\$ 10.95	\$ 177.19
LT235/85R16	BSL	Q E	312036142	\$ 140.24	\$ 1.00	\$ 2.00	\$ 143.24	\$ 3.00	\$ -	\$ 10.95	\$ 157.19
LT245/75R16	OWL	Q E	312249027	\$ 145.89	\$ 1.00	\$ 2.00	\$ 148.89	\$ 3.00	\$ -	\$ 10.95	\$ 162.84
Fortera											
P245/70R17	OWL	T SL	151056164	\$ 158.05	\$ 1.00	\$ 2.00	\$ 161.05	\$ 3.00	\$ -	\$ 10.95	\$ 175.00
P245/70R17	VS	T SL	151056203	\$ 154.60	\$ 1.00	\$ 2.00	\$ 157.60	\$ 3.00	\$ -	\$ 10.95	\$ 171.55
265/50R20	VS	T SL	151093203	\$ 190.54	\$ 1.00	\$ 2.00	\$ 193.54	\$ 3.00	\$ -	\$ 10.95	\$ 207.49
P245/65R17	VS	T SL	151166203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VS	S SL	151284203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VS	T SL	151494203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P255/65R18	BSL	S SL	151559248	\$ 176.62	\$ 1.00	\$ 2.00	\$ 179.62	\$ 3.00	\$ -	\$ 10.95	\$ 193.57
285/45R22	VS	H XL	151621163	\$ 197.55	\$ 1.00	\$ 2.00	\$ 200.55	\$ 3.00	\$ -	\$ 10.95	\$ 214.50
305/40R22	VS	H RE	151774163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
305/45R22	VS	H RE	151775163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
P235/60R18	VS	T SL	151976203	\$ 181.66	\$ 1.00	\$ 2.00	\$ 184.66	\$ 3.00	\$ -	\$ 10.95	\$ 198.61
P245/65R17	OWL	S SL	151986164	\$ 162.49	\$ 1.00	\$ 2.00	\$ 165.49	\$ 3.00	\$ -	\$ 10.95	\$ 179.44
Wrangler Fortitude											
265/70R17	OWL	T SL	157042620	\$ 123.58	\$ 1.00	\$ 2.00	\$ 126.58	\$ 3.00	\$ -	\$ 10.95	\$ 140.53
265/70R16	BSL	T SL	157045622	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
275/65R18	OWL	T SL	157066620	\$ 137.32	\$ 1.00	\$ 2.00	\$ 140.32	\$ 3.00	\$ -	\$ 10.95	\$ 154.27
255/65R17	BSL	T SL	157069622	\$ 132.07	\$ 1.00	\$ 2.00	\$ 135.07	\$ 3.00	\$ -	\$ 10.95	\$ 149.02
265/60R18	BSL	T SL	157076622	\$ 136.85	\$ 1.00	\$ 2.00	\$ 139.85	\$ 3.00	\$ -	\$ 10.95	\$ 153.80
Wrangler SR-A											
LT265/60R20	VS	S E	179020436	\$ 130.31	\$ 1.00	\$ 2.00	\$ 133.31	\$ 3.00	\$ -	\$ 10.95	\$ 147.26
LT275/65R18	OWL	Q E	179029492	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
LT265/70R18	VS	S E	179040436	\$ 158.94	\$ 1.00	\$ 2.00	\$ 161.94	\$ 3.00	\$ -	\$ 10.95	\$ 175.89
LT235/80R17	VS	R E	179136436	\$ 138.76	\$ 1.00	\$ 2.00	\$ 141.76	\$ 3.00	\$ -	\$ 10.95	\$ 155.71
LT245/70R17	OWL	R E	179469492	\$ 146.73	\$ 1.00	\$ 2.00	\$ 149.73	\$ 3.00	\$ -	\$ 10.95	\$ 163.68
31X10.50R15LT	OWL	R C	179510492	\$ 113.31	\$ 1.00	\$ 2.00	\$ 116.31	\$ 3.00	\$ -	\$ 10.95	\$ 130.26
LT265/70R17	OWL	R E	179535492	\$ 159.87	\$ 1.00	\$ 2.00	\$ 162.87	\$ 3.00	\$ -	\$ 10.95	\$ 176.82
LT285/75R16	OWL	R E	179585492	\$ 158.48	\$ 1.00	\$ 2.00	\$ 161.48	\$ 3.00	\$ -	\$ 10.95	\$ 175.43
LT245/75R17	OWL	R E	179636492	\$ 151.29	\$ 1.00	\$ 2.00	\$ 154.29	\$ 3.00	\$ -	\$ 10.95	\$ 168.24
LT275/70R18	OWL	R E	179646492	\$ 173.54	\$ 1.00	\$ 2.00	\$ 176.54	\$ 3.00	\$ -	\$ 10.95	\$ 190.49
LT265/70R17	BSL	S E	179696217	\$ 158.26	\$ 1.00	\$ 2.00	\$ 161.26	\$ 3.00	\$ -	\$ 10.95	\$ 175.21

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT235/85R16	BSL	R E	179745217	\$ 129.54	\$ 1.00	\$ 2.00	\$ 132.54	\$ 3.00	\$ -	\$ 10.95	\$ 146.49
LT265/75R16	OWL	R E	179746492	\$ 138.95	\$ 1.00	\$ 2.00	\$ 141.95	\$ 3.00	\$ -	\$ 10.95	\$ 155.90
LT245/75R16	BSL	R E	179747217	\$ 133.98	\$ 1.00	\$ 2.00	\$ 136.98	\$ 3.00	\$ -	\$ 10.95	\$ 150.93
LT225/75R16	BSL	R E	179748217	\$ 124.39	\$ 1.00	\$ 2.00	\$ 127.39	\$ 3.00	\$ -	\$ 10.95	\$ 141.34
LT215/85R16	BSL	P E	179751217	\$ 124.23	\$ 1.00	\$ 2.00	\$ 127.23	\$ 3.00	\$ -	\$ 10.95	\$ 141.18
245/60R18	VSB	T SL	183001436	\$ 131.33	\$ 1.00	\$ 2.00	\$ 134.33	\$ 3.00	\$ -	\$ 10.95	\$ 148.28
P225/75R16	OWL	S SL	183017418	\$ 100.29	\$ 1.00	\$ 2.00	\$ 103.29	\$ 3.00	\$ -	\$ 10.95	\$ 117.24
215/70R16	VSB	S SL	183021436	\$ 78.04	\$ 1.00	\$ 2.00	\$ 81.04	\$ 3.00	\$ -	\$ 10.95	\$ 94.99
P215/75R15	OWL	S SL	183025418	\$ 84.08	\$ 1.00	\$ 2.00	\$ 87.08	\$ 3.00	\$ -	\$ 10.95	\$ 101.03
P265/70R15	OWL	S SL	183050418	\$ 107.08	\$ 1.00	\$ 2.00	\$ 110.08	\$ 3.00	\$ -	\$ 10.95	\$ 124.03
P265/65R18	BSL	T SL	183051217	\$ 143.05	\$ 1.00	\$ 2.00	\$ 146.05	\$ 3.00	\$ -	\$ 10.95	\$ 160.00
P265/65R18	OWL	T SL	183051492	\$ 145.40	\$ 1.00	\$ 2.00	\$ 148.40	\$ 3.00	\$ -	\$ 10.95	\$ 162.35
225/70R16	OWL	T SL	183054418	\$ 85.41	\$ 1.00	\$ 2.00	\$ 88.41	\$ 3.00	\$ -	\$ 10.95	\$ 102.36
P225/75R15	OWL	S SL	183064418	\$ 86.43	\$ 1.00	\$ 2.00	\$ 89.43	\$ 3.00	\$ -	\$ 10.95	\$ 103.38
P275/55R20	BSL	S SL	183102217	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
P235/65R17	OWL	S SL	183105418	\$ 108.09	\$ 1.00	\$ 2.00	\$ 111.09	\$ 3.00	\$ -	\$ 10.95	\$ 125.04
P265/70R17	OWL	R SL	183106418	\$ 113.34	\$ 1.00	\$ 2.00	\$ 116.34	\$ 3.00	\$ -	\$ 10.95	\$ 130.29
P265/70R17	VSB	R SL	183106436	\$ 113.68	\$ 1.00	\$ 2.00	\$ 116.68	\$ 3.00	\$ -	\$ 10.95	\$ 130.63
P255/75R17	OWL	S SL	183107418	\$ 111.43	\$ 1.00	\$ 2.00	\$ 114.43	\$ 3.00	\$ -	\$ 10.95	\$ 128.38
P245/70R17	VSB	S SL	183114470	\$ 117.16	\$ 1.00	\$ 2.00	\$ 120.16	\$ 3.00	\$ -	\$ 10.95	\$ 134.11
P265/70R16	OWL	S SL	183212418	\$ 116.76	\$ 1.00	\$ 2.00	\$ 119.76	\$ 3.00	\$ -	\$ 10.95	\$ 133.71
P245/75R16	OWL	S SL	183217418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P245/65R17	OWL	S SL	183284418	\$ 111.11	\$ 1.00	\$ 2.00	\$ 114.11	\$ 3.00	\$ -	\$ 10.95	\$ 128.06
P245/70R16	VSB	S SL	183293436	\$ 96.46	\$ 1.00	\$ 2.00	\$ 99.46	\$ 3.00	\$ -	\$ 10.95	\$ 113.41
P235/75R15	OWL	S SL	183406418	\$ 84.24	\$ 1.00	\$ 2.00	\$ 87.24	\$ 3.00	\$ -	\$ 10.95	\$ 101.19
P235/70R16	OWL	S SL	183407418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P235/70R15	OWL	S SL	183408418	\$ 83.93	\$ 1.00	\$ 2.00	\$ 86.93	\$ 3.00	\$ -	\$ 10.95	\$ 100.88
P225/70R15	OWL	S SL	183482418	\$ 84.79	\$ 1.00	\$ 2.00	\$ 87.79	\$ 3.00	\$ -	\$ 10.95	\$ 101.74
P265/70R18	OWL	S SL	183487418	\$ 141.02	\$ 1.00	\$ 2.00	\$ 144.02	\$ 3.00	\$ -	\$ 10.95	\$ 157.97
P275/65R18	OWL	T SL	183538418	\$ 142.25	\$ 1.00	\$ 2.00	\$ 145.25	\$ 3.00	\$ -	\$ 10.95	\$ 159.20
P235/75R17	OWL	S SL	183539418	\$ 115.84	\$ 1.00	\$ 2.00	\$ 118.84	\$ 3.00	\$ -	\$ 10.95	\$ 132.79
P255/70R17	OWL	S SL	183540418	\$ 112.35	\$ 1.00	\$ 2.00	\$ 115.35	\$ 3.00	\$ -	\$ 10.95	\$ 129.30
P265/60R18	VSB	T SL	183558436	\$ 135.18	\$ 1.00	\$ 2.00	\$ 138.18	\$ 3.00	\$ -	\$ 10.95	\$ 152.13
P255/65R17	OWL	S SL	183579418	\$ 117.41	\$ 1.00	\$ 2.00	\$ 120.41	\$ 3.00	\$ -	\$ 10.95	\$ 134.36
P245/70R16	OWL	S SL	183597418	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
P255/70R16	OWL	S SL	183601418	\$ 105.19	\$ 1.00	\$ 2.00	\$ 108.19	\$ 3.00	\$ -	\$ 10.95	\$ 122.14
P265/65R17	VSB	S SL	183602436	\$ 133.21	\$ 1.00	\$ 2.00	\$ 136.21	\$ 3.00	\$ -	\$ 10.95	\$ 150.16

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P255/70R18	OWL	T SL	183612418	\$ 138.58	\$ 1.00	\$ 2.00	\$ 141.58	\$ 3.00	\$ -	\$ 10.95	\$ 155.53
P265/50R20	VSB	S SL	183675436	\$ 144.97	\$ 1.00	\$ 2.00	\$ 147.97	\$ 3.00	\$ -	\$ 10.95	\$ 161.92
P215/65R17	OWL	S SL	183678418	\$ 75.51	\$ 1.00	\$ 2.00	\$ 78.51	\$ 3.00	\$ -	\$ 10.95	\$ 92.46
P235/75R16	OWL	S XL	183680418	\$ 105.73	\$ 1.00	\$ 2.00	\$ 108.73	\$ 3.00	\$ -	\$ 10.95	\$ 122.68
P265/75R15	OWL	S SL	183753418	\$ 108.34	\$ 1.00	\$ 2.00	\$ 111.34	\$ 3.00	\$ -	\$ 10.95	\$ 125.29
P235/70R17	OWL	S XL	183783418	\$ 128.71	\$ 1.00	\$ 2.00	\$ 131.71	\$ 3.00	\$ -	\$ 10.95	\$ 145.66
P265/75R16	OWL	S SL	183857418	\$ 110.62	\$ 1.00	\$ 2.00	\$ 113.62	\$ 3.00	\$ -	\$ 10.95	\$ 127.57
P275/60R20	VSB	S SL	183934436	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	VSB	S SL	183934470	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	OWL	S SL	183934492	\$ 112.29	\$ 1.00	\$ 2.00	\$ 115.29	\$ 3.00	\$ -	\$ 10.95	\$ 129.24
P255/65R16	OWL	S SL	183987418	\$ 118.27	\$ 1.00	\$ 2.00	\$ 121.27	\$ 3.00	\$ -	\$ 10.95	\$ 135.22
Fierce Attitude M/T											
LT315/75R16	BSL	P E	357194294	\$ 174.37	\$ 1.00	\$ 2.00	\$ 177.37	\$ 3.00	\$ -	\$ 10.95	\$ 191.32
LT235/85R16	BSL	P E	357328294	\$ 125.99	\$ 1.00	\$ 2.00	\$ 128.99	\$ 3.00	\$ -	\$ 10.95	\$ 142.94
LT265/75R16	BSL	P E	357334294	\$ 139.54	\$ 1.00	\$ 2.00	\$ 142.54	\$ 3.00	\$ -	\$ 10.95	\$ 156.49
35X12.50R17LT	BSL	P D	357351294	\$ 186.75	\$ 1.00	\$ 2.00	\$ 189.75	\$ 3.00	\$ -	\$ 10.95	\$ 203.70
LT265/70R17	BSL	P E	357368294	\$ 146.26	\$ 1.00	\$ 2.00	\$ 149.26	\$ 3.00	\$ -	\$ 10.95	\$ 163.21
LT275/70R18	BSL	P E	357379294	\$ 187.12	\$ 1.00	\$ 2.00	\$ 190.12	\$ 3.00	\$ -	\$ 10.95	\$ 204.07
LT285/70R17	OWL	P D	357435295	\$ 168.05	\$ 1.00	\$ 2.00	\$ 171.05	\$ 3.00	\$ -	\$ 10.95	\$ 185.00
LT275/65R18	BSW	P E	357442088	\$ 183.94	\$ 1.00	\$ 2.00	\$ 186.94	\$ 3.00	\$ -	\$ 10.95	\$ 200.89
LT325/65R18	BSL	P E	357523294	\$ 198.01	\$ 1.00	\$ 2.00	\$ 201.01	\$ 3.00	\$ -	\$ 10.95	\$ 214.96
LT285/75R16	BSL	P E	357584294	\$ 148.92	\$ 1.00	\$ 2.00	\$ 151.92	\$ 3.00	\$ -	\$ 10.95	\$ 165.87
LT245/75R16	BSL	P E	357797294	\$ 129.88	\$ 1.00	\$ 2.00	\$ 132.88	\$ 3.00	\$ -	\$ 10.95	\$ 146.83
LT225/75R16	BSL	P E	357814294	\$ 122.29	\$ 1.00	\$ 2.00	\$ 125.29	\$ 3.00	\$ -	\$ 10.95	\$ 139.24
Wrangler HP											
P235/65R17	VSB	S SL	403105174	\$ 143.95	\$ 1.00	\$ 2.00	\$ 146.95	\$ 3.00	\$ -	\$ 10.95	\$ 160.90
P215/70R16	VSB	S SL	403113174	\$ 115.40	\$ 1.00	\$ 2.00	\$ 118.40	\$ 3.00	\$ -	\$ 10.95	\$ 132.35
P215/70R16	VSB	H SL	403207174	\$ 112.07	\$ 1.00	\$ 2.00	\$ 115.07	\$ 3.00	\$ -	\$ 10.95	\$ 129.02
P265/70R17	VSB	S SL	403422171	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403422658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403767658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P275/60R20	OWL	S SL	403934169	\$ 167.56	\$ 1.00	\$ 2.00	\$ 170.56	\$ 3.00	\$ -	\$ 10.95	\$ 184.51
P275/60R20	VSB	S SL	403934174	\$ 163.51	\$ 1.00	\$ 2.00	\$ 166.51	\$ 3.00	\$ -	\$ 10.95	\$ 180.46
Wrangler AT/S											
P265/70R17	OWL	S SL	410422176	\$ 114.17	\$ 1.00	\$ 2.00	\$ 117.17	\$ 3.00	\$ -	\$ 10.95	\$ 131.12
P265/70R17	BSL	S SL	410422177	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95

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LT215/75R15	BSL	S D	411154177	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
LT275/65R20	OWL	S E	411303176	\$ 218.47	\$ 1.00	\$ 2.00	\$ 221.47	\$ 3.00	\$ -	\$ 10.95	\$ 235.42
LT275/65R18	OWL	S C	411958176	\$ 158.11	\$ 1.00	\$ 2.00	\$ 161.11	\$ 3.00	\$ -	\$ 10.95	\$ 175.06
Radial LS											
LT235/60R17	VSB	S E	723121631	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
LT235/60R17	XNW	S E	723297011	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
Wrangler HP All Weather											
255/55R19	BLT	V XL	727018232	\$ 340.04	\$ 1.00	\$ 2.00	\$ 343.04	\$ 3.00	\$ -	\$ 10.95	\$ 356.99
245/65R17	BLT	H SL	727594332	\$ 234.70	\$ 1.00	\$ 2.00	\$ 237.70	\$ 3.00	\$ -	\$ 10.95	\$ 251.65
Wrangler Armortrac											
P225/75R15	OWL	T SL	741490334	\$ 81.90	\$ 1.00	\$ 2.00	\$ 84.90	\$ 3.00	\$ -	\$ 10.95	\$ 98.85
P235/70R16	OWL	T SL	741492334	\$ 102.47	\$ 1.00	\$ 2.00	\$ 105.47	\$ 3.00	\$ -	\$ 10.95	\$ 119.42
P245/65R17	BSL	T SL	741494333	\$ 116.70	\$ 1.00	\$ 2.00	\$ 119.70	\$ 3.00	\$ -	\$ 10.95	\$ 133.65
P245/70R16	OWL	T SL	741495334	\$ 108.19	\$ 1.00	\$ 2.00	\$ 111.19	\$ 3.00	\$ -	\$ 10.95	\$ 125.14
P245/75R16	OWL	T SL	741496334	\$ 101.67	\$ 1.00	\$ 2.00	\$ 104.67	\$ 3.00	\$ -	\$ 10.95	\$ 118.62
P265/70R16	OWL	T SL	741500334	\$ 110.07	\$ 1.00	\$ 2.00	\$ 113.07	\$ 3.00	\$ -	\$ 10.95	\$ 127.02
P265/70R17	OWL	T SL	741501334	\$ 125.06	\$ 1.00	\$ 2.00	\$ 128.06	\$ 3.00	\$ -	\$ 10.95	\$ 142.01
P265/75R16	OWL	T SL	741503334	\$ 104.11	\$ 1.00	\$ 2.00	\$ 107.11	\$ 3.00	\$ -	\$ 10.95	\$ 121.06
P235/75R15	OWL	T XL	741507334	\$ 86.22	\$ 1.00	\$ 2.00	\$ 89.22	\$ 3.00	\$ -	\$ 10.95	\$ 103.17
P245/70R17	BSL	T SL	741508333	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
P275/65R18	OWL	T SL	741538334	\$ 154.81	\$ 1.00	\$ 2.00	\$ 157.81	\$ 3.00	\$ -	\$ 10.95	\$ 171.76
P265/60R18	OWL	T SL	741558334	\$ 127.44	\$ 1.00	\$ 2.00	\$ 130.44	\$ 3.00	\$ -	\$ 10.95	\$ 144.39
P255/70R18	OWL	T SL	741612334	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
P275/60R20	OWL	T SL	741649334	\$ 148.02	\$ 1.00	\$ 2.00	\$ 151.02	\$ 3.00	\$ -	\$ 10.95	\$ 164.97
P225/70R15	OWL	T SL	741734334	\$ 84.58	\$ 1.00	\$ 2.00	\$ 87.58	\$ 3.00	\$ -	\$ 10.95	\$ 101.53
LT265/70R17	OWL	R E	742535334	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT245/75R17	OWL	R E	742636334	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT265/75R16	OWL	R E	742746334	\$ 136.66	\$ 1.00	\$ 2.00	\$ 139.66	\$ 3.00	\$ -	\$ 10.95	\$ 153.61
LT245/75R16	BSL	R E	742747333	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
Wrangler HT											
LT215/75R15	BSL	Q D	744154900	\$ 126.67	\$ 1.00	\$ 2.00	\$ 129.67	\$ 3.00	\$ -	\$ 10.95	\$ 143.62
LT245/75R16	BSL	R E	744395900	\$ 129.05	\$ 1.00	\$ 2.00	\$ 132.05	\$ 3.00	\$ -	\$ 10.95	\$ 146.00
LT215/85R16	BSL	E	744821900	\$ 122.01	\$ 1.00	\$ 2.00	\$ 125.01	\$ 3.00	\$ -	\$ 10.95	\$ 138.96
LT235/75R15	BSL	Q C	744826802	\$ 119.20	\$ 1.00	\$ 2.00	\$ 122.20	\$ 3.00	\$ -	\$ 10.95	\$ 136.15
LT225/75R16	BSL	Q E	744830900	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40

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Assurance CS Tripletred AS											
P265/65R18	VSBL	H SL	745040516	\$ 133.45	\$ 1.00	\$ 2.00	\$ 136.45	\$ 3.00	\$ -	\$ 10.95	\$ 150.40
P245/65R17	VSBL	T SL	745166516	\$ 117.59	\$ 1.00	\$ 2.00	\$ 120.59	\$ 3.00	\$ -	\$ 10.95	\$ 134.54
235/65R17	VSBL	H SL	745173516	\$ 111.21	\$ 1.00	\$ 2.00	\$ 114.21	\$ 3.00	\$ -	\$ 10.95	\$ 128.16
P215/70R16	VSBL	T SL	745205516	\$ 93.11	\$ 1.00	\$ 2.00	\$ 96.11	\$ 3.00	\$ -	\$ 10.95	\$ 110.06
235/55R18	VSBL	V SL	745339516	\$ 129.09	\$ 1.00	\$ 2.00	\$ 132.09	\$ 3.00	\$ -	\$ 10.95	\$ 146.04
P235/70R16	VSBL	T SL	745492516	\$ 99.23	\$ 1.00	\$ 2.00	\$ 102.23	\$ 3.00	\$ -	\$ 10.95	\$ 116.18
P245/70R16	VSBL	T SL	745495516	\$ 103.28	\$ 1.00	\$ 2.00	\$ 106.28	\$ 3.00	\$ -	\$ 10.95	\$ 120.23
P265/70R16	VSBL	T SL	745500516	\$ 109.74	\$ 1.00	\$ 2.00	\$ 112.74	\$ 3.00	\$ -	\$ 10.95	\$ 126.69
P265/70R17	VSBL	T SL	745501516	\$ 114.26	\$ 1.00	\$ 2.00	\$ 117.26	\$ 3.00	\$ -	\$ 10.95	\$ 131.21
P225/70R16	VSBL	T SL	745551516	\$ 95.15	\$ 1.00	\$ 2.00	\$ 98.15	\$ 3.00	\$ -	\$ 10.95	\$ 112.10
235/60R17	VSBL	H SL	745554516	\$ 116.27	\$ 1.00	\$ 2.00	\$ 119.27	\$ 3.00	\$ -	\$ 10.95	\$ 133.22
235/60R18	VSBL	H SL	745558516	\$ 127.55	\$ 1.00	\$ 2.00	\$ 130.55	\$ 3.00	\$ -	\$ 10.95	\$ 144.50
255/60R17	VSBL	H SL	745560516	\$ 119.40	\$ 1.00	\$ 2.00	\$ 122.40	\$ 3.00	\$ -	\$ 10.95	\$ 136.35
225/65R17	VSBL	H SL	745561516	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95
P235/65R18	VSBL	H SL	745565516	\$ 125.96	\$ 1.00	\$ 2.00	\$ 128.96	\$ 3.00	\$ -	\$ 10.95	\$ 142.91
245/60R18	VSBL	H SL	745587516	\$ 131.31	\$ 1.00	\$ 2.00	\$ 134.31	\$ 3.00	\$ -	\$ 10.95	\$ 148.26
235/55R19	VSBL	V SL	745592516	\$ 146.67	\$ 1.00	\$ 2.00	\$ 149.67	\$ 3.00	\$ -	\$ 10.95	\$ 163.62
P245/55R19	VSBL	T SL	745595516	\$ 149.23	\$ 1.00	\$ 2.00	\$ 152.23	\$ 3.00	\$ -	\$ 10.95	\$ 166.18
P265/65R17	VSBL	T SL	745611516	\$ 128.23	\$ 1.00	\$ 2.00	\$ 131.23	\$ 3.00	\$ -	\$ 10.95	\$ 145.18
P255/70R18	VSBL	T SL	745612516	\$ 123.82	\$ 1.00	\$ 2.00	\$ 126.82	\$ 3.00	\$ -	\$ 10.95	\$ 140.77
P255/65R18	VSBL	T SL	745622516	\$ 128.62	\$ 1.00	\$ 2.00	\$ 131.62	\$ 3.00	\$ -	\$ 10.95	\$ 145.57
255/55R18	VSBL	H XL	745647516	\$ 142.56	\$ 1.00	\$ 2.00	\$ 145.56	\$ 3.00	\$ -	\$ 10.95	\$ 159.51
Wrangler AT Adventure											
LT265/70R18	BSL	S E	748014572	\$ 180.45	\$ 1.00	\$ 2.00	\$ 183.45	\$ 3.00	\$ -	\$ 10.95	\$ 197.40
LT285/60R20	BSL	R E	748015572	\$ 279.26	\$ 1.00	\$ 2.00	\$ 282.26	\$ 3.00	\$ -	\$ 10.95	\$ 296.21
LT285/65R18	BSL	R E	748093572	\$ 192.40	\$ 1.00	\$ 2.00	\$ 195.40	\$ 3.00	\$ -	\$ 10.95	\$ 209.35
LT305/55R20	BSL	R E	748094572	\$ 275.77	\$ 1.00	\$ 2.00	\$ 278.77	\$ 3.00	\$ -	\$ 10.95	\$ 292.72
LT285/70R17	OWL	R E	748096571	\$ 190.08	\$ 1.00	\$ 2.00	\$ 193.08	\$ 3.00	\$ -	\$ 10.95	\$ 207.03
LT285/70R17	BSL	R E	748096572	\$ 182.06	\$ 1.00	\$ 2.00	\$ 185.06	\$ 3.00	\$ -	\$ 10.95	\$ 199.01
LT265/60R20	BSL	R E	748097572	\$ 257.35	\$ 1.00	\$ 2.00	\$ 260.35	\$ 3.00	\$ -	\$ 10.95	\$ 274.30
LT285/55R20	BSL	R E	748101572	\$ 276.08	\$ 1.00	\$ 2.00	\$ 279.08	\$ 3.00	\$ -	\$ 10.95	\$ 293.03
LT245/75R16	OWL	S E	748103571	\$ 152.53	\$ 1.00	\$ 2.00	\$ 155.53	\$ 3.00	\$ -	\$ 10.95	\$ 169.48
LT245/75R16	BSL	S E	748103572	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
LT245/75R17	OWL	S E	748104571	\$ 165.00	\$ 1.00	\$ 2.00	\$ 168.00	\$ 3.00	\$ -	\$ 10.95	\$ 181.95
LT245/75R17	BSL	S E	748104572	\$ 156.48	\$ 1.00	\$ 2.00	\$ 159.48	\$ 3.00	\$ -	\$ 10.95	\$ 173.43
LT275/70R18	OWL	S E	748108571	\$ 191.16	\$ 1.00	\$ 2.00	\$ 194.16	\$ 3.00	\$ -	\$ 10.95	\$ 208.11

GOODYEAR TIRE AND RUBBER COMPANY
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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT275/70R18	BSL	S E	748108572	\$ 182.80	\$ 1.00	\$ 2.00	\$ 185.80	\$ 3.00	\$ -	\$ 10.95	\$ 199.75
LT245/70R17	BSL	S E	748120572	\$ 150.98	\$ 1.00	\$ 2.00	\$ 153.98	\$ 3.00	\$ -	\$ 10.95	\$ 167.93
LT275/65R20	OWL	S E	748303571	\$ 262.72	\$ 1.00	\$ 2.00	\$ 265.72	\$ 3.00	\$ -	\$ 10.95	\$ 279.67
LT275/65R20	BSL	S E	748303572	\$ 240.16	\$ 1.00	\$ 2.00	\$ 243.16	\$ 3.00	\$ -	\$ 10.95	\$ 257.11
LT245/70R17	OWL	R E	748469571	\$ 159.74	\$ 1.00	\$ 2.00	\$ 162.74	\$ 3.00	\$ -	\$ 10.95	\$ 176.69
LT245/70R17	BSL	R E	748469572	\$ 152.22	\$ 1.00	\$ 2.00	\$ 155.22	\$ 3.00	\$ -	\$ 10.95	\$ 169.17
31X10.50R15LT	OWL	R C	748510571	\$ 134.57	\$ 1.00	\$ 2.00	\$ 137.57	\$ 3.00	\$ -	\$ 10.95	\$ 151.52
LT215/85R16	BSL	R E	748517572	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT285/75R16	OWL	R E	748585571	\$ 180.52	\$ 1.00	\$ 2.00	\$ 183.52	\$ 3.00	\$ -	\$ 10.95	\$ 197.47
LT285/75R16	BSL	R E	748585572	\$ 171.56	\$ 1.00	\$ 2.00	\$ 174.56	\$ 3.00	\$ -	\$ 10.95	\$ 188.51
LT235/80R17	BSL	R E	748635572	\$ 175.95	\$ 1.00	\$ 2.00	\$ 178.95	\$ 3.00	\$ -	\$ 10.95	\$ 192.90
LT265/70R17	OWL	S E	748661571	\$ 173.66	\$ 1.00	\$ 2.00	\$ 176.66	\$ 3.00	\$ -	\$ 10.95	\$ 190.61
LT265/70R17	BSL	S E	748661572	\$ 167.49	\$ 1.00	\$ 2.00	\$ 170.49	\$ 3.00	\$ -	\$ 10.95	\$ 184.44
LT235/85R16	BSL	R E	748745572	\$ 145.92	\$ 1.00	\$ 2.00	\$ 148.92	\$ 3.00	\$ -	\$ 10.95	\$ 162.87
LT265/75R16	OWL	R E	748746571	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
LT265/75R16	BSL	R E	748746572	\$ 151.54	\$ 1.00	\$ 2.00	\$ 154.54	\$ 3.00	\$ -	\$ 10.95	\$ 168.49
LT225/75R16	BSL	R E	748748572	\$ 145.30	\$ 1.00	\$ 2.00	\$ 148.30	\$ 3.00	\$ -	\$ 10.95	\$ 162.25
LT275/65R18	OWL	S C	748958571	\$ 176.20	\$ 1.00	\$ 2.00	\$ 179.20	\$ 3.00	\$ -	\$ 10.95	\$ 193.15
LT275/65R18	OWL	S E	748965571	\$ 191.31	\$ 1.00	\$ 2.00	\$ 194.31	\$ 3.00	\$ -	\$ 10.95	\$ 208.26
265/70R17	OWL	T SL	758042571	\$ 150.77	\$ 1.00	\$ 2.00	\$ 153.77	\$ 3.00	\$ -	\$ 10.95	\$ 167.72
265/70R17	BSL	T SL	758042572	\$ 142.75	\$ 1.00	\$ 2.00	\$ 145.75	\$ 3.00	\$ -	\$ 10.95	\$ 159.70
235/70R16	OWL	T SL	758043571	\$ 121.73	\$ 1.00	\$ 2.00	\$ 124.73	\$ 3.00	\$ -	\$ 10.95	\$ 138.68
265/70R16	OWL	T SL	758045571	\$ 142.50	\$ 1.00	\$ 2.00	\$ 145.50	\$ 3.00	\$ -	\$ 10.95	\$ 159.45
265/75R16	OWL	T SL	758057571	\$ 139.32	\$ 1.00	\$ 2.00	\$ 142.32	\$ 3.00	\$ -	\$ 10.95	\$ 156.27
245/75R16	OWL	T SL	758059571	\$ 124.12	\$ 1.00	\$ 2.00	\$ 127.12	\$ 3.00	\$ -	\$ 10.95	\$ 141.07
245/70R17	BSL	T SL	758060572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/65R17	OWL	T SL	758061571	\$ 150.78	\$ 1.00	\$ 2.00	\$ 153.78	\$ 3.00	\$ -	\$ 10.95	\$ 167.73
255/70R16	OWL	T SL	758062571	\$ 132.68	\$ 1.00	\$ 2.00	\$ 135.68	\$ 3.00	\$ -	\$ 10.95	\$ 149.63
275/55R20	OWL	T SL	758065571	\$ 171.44	\$ 1.00	\$ 2.00	\$ 174.44	\$ 3.00	\$ -	\$ 10.95	\$ 188.39
275/55R20	BSL	T SL	758065572	\$ 176.01	\$ 1.00	\$ 2.00	\$ 179.01	\$ 3.00	\$ -	\$ 10.95	\$ 192.96
275/65R18	OWL	T SL	758066571	\$ 175.88	\$ 1.00	\$ 2.00	\$ 178.88	\$ 3.00	\$ -	\$ 10.95	\$ 192.83
255/70R17	OWL	T SL	758067571	\$ 149.41	\$ 1.00	\$ 2.00	\$ 152.41	\$ 3.00	\$ -	\$ 10.95	\$ 166.36
265/65R18	OWL	T SL	758068571	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
255/65R17	OWL	T SL	758069571	\$ 146.11	\$ 1.00	\$ 2.00	\$ 149.11	\$ 3.00	\$ -	\$ 10.95	\$ 163.06
255/65R17	BSL	T SL	758069572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/70R18	OWL	T SL	758070571	\$ 162.77	\$ 1.00	\$ 2.00	\$ 165.77	\$ 3.00	\$ -	\$ 10.95	\$ 179.72
275/60R20	OWL	T SL	758073571	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
255/70R18	BSL	T SL	758074572	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
265/60R18	OWL	T SL	758076571	\$ 162.62	\$ 1.00	\$ 2.00	\$ 165.62	\$ 3.00	\$ -	\$ 10.95	\$ 179.57
235/70R17	OWL	T XL	758078571	\$ 144.10	\$ 1.00	\$ 2.00	\$ 147.10	\$ 3.00	\$ -	\$ 10.95	\$ 161.05
235/70R16	BSL	T SL	758079572	\$ 112.47	\$ 1.00	\$ 2.00	\$ 115.47	\$ 3.00	\$ -	\$ 10.95	\$ 129.42
245/70R17	OWL	T SL	758080571	\$ 143.49	\$ 1.00	\$ 2.00	\$ 146.49	\$ 3.00	\$ -	\$ 10.95	\$ 160.44
275/65R18	BSL	T SL	758081572	\$ 167.86	\$ 1.00	\$ 2.00	\$ 170.86	\$ 3.00	\$ -	\$ 10.95	\$ 184.81
275/60R20	BSL	T SL	758082572	\$ 176.38	\$ 1.00	\$ 2.00	\$ 179.38	\$ 3.00	\$ -	\$ 10.95	\$ 193.33
255/60R19	BSL	T SL	758083572	\$ 173.42	\$ 1.00	\$ 2.00	\$ 176.42	\$ 3.00	\$ -	\$ 10.95	\$ 190.37
255/65R18	BSL	T SL	758088572	\$ 153.67	\$ 1.00	\$ 2.00	\$ 156.67	\$ 3.00	\$ -	\$ 10.95	\$ 170.62
235/75R17	BSL	T SL	758089572	\$ 128.36	\$ 1.00	\$ 2.00	\$ 131.36	\$ 3.00	\$ -	\$ 10.95	\$ 145.31
245/65R17	OWL	T SL	758592571	\$ 143.74	\$ 1.00	\$ 2.00	\$ 146.74	\$ 3.00	\$ -	\$ 10.95	\$ 160.69
245/65R17	BSL	T SL	758592572	\$ 134.49	\$ 1.00	\$ 2.00	\$ 137.49	\$ 3.00	\$ -	\$ 10.95	\$ 151.44
245/70R16	OWL	T SL	758762571	\$ 120.62	\$ 1.00	\$ 2.00	\$ 123.62	\$ 3.00	\$ -	\$ 10.95	\$ 137.57
Wrangler MT/R											
35X12.50R20LT	BSL	Q E	750002326	\$ 327.42	\$ 1.00	\$ 2.00	\$ 330.42	\$ 3.00	\$ -	\$ 10.95	\$ 344.37
35X12.50R18LT	BSL	Q E	750032326	\$ 285.89	\$ 1.00	\$ 2.00	\$ 288.89	\$ 3.00	\$ -	\$ 10.95	\$ 302.84
33X12.50R20LT	BSL	Q E	750035326	\$ 305.39	\$ 1.00	\$ 2.00	\$ 308.39	\$ 3.00	\$ -	\$ 10.95	\$ 322.34
37X12.50R16.5LT	BSL	N E	750110215	\$ 543.97	\$ 1.00	\$ 2.00	\$ 546.97	\$ 3.00	\$ -	\$ 10.95	\$ 560.92
LT285/75R18	BSL	P E	750116326	\$ 287.00	\$ 1.00	\$ 2.00	\$ 290.00	\$ 3.00	\$ -	\$ 10.95	\$ 303.95
LT245/70R17	BSL	Q E	750140326	\$ 168.67	\$ 1.00	\$ 2.00	\$ 171.67	\$ 3.00	\$ -	\$ 10.95	\$ 185.62
LT245/75R16	BSL	Q E	750151326	\$ 163.73	\$ 1.00	\$ 2.00	\$ 166.73	\$ 3.00	\$ -	\$ 10.95	\$ 180.68
LT265/70R17	BSL	Q E	750152326	\$ 180.89	\$ 1.00	\$ 2.00	\$ 183.89	\$ 3.00	\$ -	\$ 10.95	\$ 197.84
LT265/75R16	BSL	Q E	750153326	\$ 166.66	\$ 1.00	\$ 2.00	\$ 169.66	\$ 3.00	\$ -	\$ 10.95	\$ 183.61
LT275/65R18	BSL	Q C	750392326	\$ 232.23	\$ 1.00	\$ 2.00	\$ 235.23	\$ 3.00	\$ -	\$ 10.95	\$ 249.18
LT275/70R17	BSL	Q E	750393326	\$ 189.56	\$ 1.00	\$ 2.00	\$ 192.56	\$ 3.00	\$ -	\$ 10.95	\$ 206.51
LT275/70R18	BSL	Q E	750432326	\$ 248.12	\$ 1.00	\$ 2.00	\$ 251.12	\$ 3.00	\$ -	\$ 10.95	\$ 265.07
LT285/70R17	BSL	Q D	750434326	\$ 200.35	\$ 1.00	\$ 2.00	\$ 203.35	\$ 3.00	\$ -	\$ 10.95	\$ 217.30
LT285/65R20	BSL	Q E	750435326	\$ 317.92	\$ 1.00	\$ 2.00	\$ 320.92	\$ 3.00	\$ -	\$ 10.95	\$ 334.87
LT285/75R16	BSL	Q E	750451326	\$ 186.72	\$ 1.00	\$ 2.00	\$ 189.72	\$ 3.00	\$ -	\$ 10.95	\$ 203.67
LT305/70R16	BSL	Q E	750475326	\$ 206.31	\$ 1.00	\$ 2.00	\$ 209.31	\$ 3.00	\$ -	\$ 10.95	\$ 223.26
LT305/70R17	BSL	Q D	750542326	\$ 232.85	\$ 1.00	\$ 2.00	\$ 235.85	\$ 3.00	\$ -	\$ 10.95	\$ 249.80
LT315/70R17	BSL	Q D	750551326	\$ 260.43	\$ 1.00	\$ 2.00	\$ 263.43	\$ 3.00	\$ -	\$ 10.95	\$ 277.38
LT315/75R16	BSL	Q D	750554326	\$ 221.12	\$ 1.00	\$ 2.00	\$ 224.12	\$ 3.00	\$ -	\$ 10.95	\$ 238.07
37X12.50R17LT	BSL	Q D	750578326	\$ 276.85	\$ 1.00	\$ 2.00	\$ 279.85	\$ 3.00	\$ -	\$ 10.95	\$ 293.80
40X13.50R17LT	BSL	Q C	750622326	\$ 410.61	\$ 1.00	\$ 2.00	\$ 413.61	\$ 3.00	\$ -	\$ 10.95	\$ 427.56
42X14.50R17LT	BSL	Q C	750625326	\$ 439.93	\$ 1.00	\$ 2.00	\$ 442.93	\$ 3.00	\$ -	\$ 10.95	\$ 456.88
LT255/75R17	BSL	Q C	750687326	\$ 170.27	\$ 1.00	\$ 2.00	\$ 173.27	\$ 3.00	\$ -	\$ 10.95	\$ 187.22

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT245/75R17	BSL	Q E	750707326	\$ 166.90	\$ 1.00	\$ 2.00	\$ 169.90	\$ 3.00	\$ -	\$ 10.95	\$ 183.85
31X10.50R15LT	BSL	Q C	750710326	\$ 137.00	\$ 1.00	\$ 2.00	\$ 140.00	\$ 3.00	\$ -	\$ 10.95	\$ 153.95
33X12.50R15LT	BSL	Q C	750711326	\$ 155.40	\$ 1.00	\$ 2.00	\$ 158.40	\$ 3.00	\$ -	\$ 10.95	\$ 172.35
35X12.50R15LT	BSL	Q C	750712326	\$ 162.52	\$ 1.00	\$ 2.00	\$ 165.52	\$ 3.00	\$ -	\$ 10.95	\$ 179.47
LT235/85R16	BSL	Q E	750713326	\$ 149.93	\$ 1.00	\$ 2.00	\$ 152.93	\$ 3.00	\$ -	\$ 10.95	\$ 166.88
LT275/65R20	BSL	Q E	750714326	\$ 300.82	\$ 1.00	\$ 2.00	\$ 303.82	\$ 3.00	\$ -	\$ 10.95	\$ 317.77
32X11.50R15LT	BSL	Q C	750732326	\$ 147.28	\$ 1.00	\$ 2.00	\$ 150.28	\$ 3.00	\$ -	\$ 10.95	\$ 164.23
38X14.50R17LT	BSL	Q D	750736326	\$ 353.00	\$ 1.00	\$ 2.00	\$ 356.00	\$ 3.00	\$ -	\$ 10.95	\$ 369.95
35X12.50R17LT	BSL	Q C	750740326	\$ 239.51	\$ 1.00	\$ 2.00	\$ 242.51	\$ 3.00	\$ -	\$ 10.95	\$ 256.46
37X12.50R16.5LT	BSL	N D	750796215	\$ 532.59	\$ 1.00	\$ 2.00	\$ 535.59	\$ 3.00	\$ -	\$ 10.95	\$ 549.54
Assurance CS Fuel Max											
235/60R17	VSBL	T SL	755032383	\$ 114.93	\$ 1.00	\$ 2.00	\$ 117.93	\$ 3.00	\$ -	\$ 10.95	\$ 131.88
P245/70R17	VSBL	T SL	755056383	\$ 114.53	\$ 1.00	\$ 2.00	\$ 117.53	\$ 3.00	\$ -	\$ 10.95	\$ 131.48
P215/70R16	VSBL	T SL	755205383	\$ 92.95	\$ 1.00	\$ 2.00	\$ 95.95	\$ 3.00	\$ -	\$ 10.95	\$ 109.90
235/70R16	VSBL	T SL	755206383	\$ 101.58	\$ 1.00	\$ 2.00	\$ 104.58	\$ 3.00	\$ -	\$ 10.95	\$ 118.53
245/65R17	VSBL	T SL	755228383	\$ 121.51	\$ 1.00	\$ 2.00	\$ 124.51	\$ 3.00	\$ -	\$ 10.95	\$ 138.46
255/70R16	VSBL	T SL	755276383	\$ 104.51	\$ 1.00	\$ 2.00	\$ 107.51	\$ 3.00	\$ -	\$ 10.95	\$ 121.46
225/70R16	VSBL	T SL	755281383	\$ 94.61	\$ 1.00	\$ 2.00	\$ 97.61	\$ 3.00	\$ -	\$ 10.95	\$ 111.56
265/75R16	VSBL	T SL	755292383	\$ 116.12	\$ 1.00	\$ 2.00	\$ 119.12	\$ 3.00	\$ -	\$ 10.95	\$ 133.07
245/75R16	VSBL	T SL	755298383	\$ 100.35	\$ 1.00	\$ 2.00	\$ 103.35	\$ 3.00	\$ -	\$ 10.95	\$ 117.30
265/70R16	VSBL	T SL	755317383	\$ 110.99	\$ 1.00	\$ 2.00	\$ 113.99	\$ 3.00	\$ -	\$ 10.95	\$ 127.94
265/65R17	VSBL	T SL	755338383	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
235/55R18	VSBL	V SL	755339383	\$ 134.94	\$ 1.00	\$ 2.00	\$ 137.94	\$ 3.00	\$ -	\$ 10.95	\$ 151.89
235/65R18	VSBL	T SL	755342383	\$ 130.16	\$ 1.00	\$ 2.00	\$ 133.16	\$ 3.00	\$ -	\$ 10.95	\$ 147.11
265/70R18	VSBL	T SL	755352383	\$ 141.32	\$ 1.00	\$ 2.00	\$ 144.32	\$ 3.00	\$ -	\$ 10.95	\$ 158.27
245/60R18	VSBL	T SL	755385383	\$ 135.69	\$ 1.00	\$ 2.00	\$ 138.69	\$ 3.00	\$ -	\$ 10.95	\$ 152.64
245/55R19	VSBL	T SL	755386383	\$ 154.21	\$ 1.00	\$ 2.00	\$ 157.21	\$ 3.00	\$ -	\$ 10.95	\$ 171.16
P265/70R17	VSBL	T SL	755501383	\$ 118.07	\$ 1.00	\$ 2.00	\$ 121.07	\$ 3.00	\$ -	\$ 10.95	\$ 135.02
265/60R18	VSBL	H SL	755582383	\$ 145.80	\$ 1.00	\$ 2.00	\$ 148.80	\$ 3.00	\$ -	\$ 10.95	\$ 162.75
P255/70R18	VSBL	T SL	755612383	\$ 127.94	\$ 1.00	\$ 2.00	\$ 130.94	\$ 3.00	\$ -	\$ 10.95	\$ 144.89
P235/60R18	VSBL	H SL	755625383	\$ 131.62	\$ 1.00	\$ 2.00	\$ 134.62	\$ 3.00	\$ -	\$ 10.95	\$ 148.57
225/55R19	VSBL	H SL	755635383	\$ 149.35	\$ 1.00	\$ 2.00	\$ 152.35	\$ 3.00	\$ -	\$ 10.95	\$ 166.30
255/55R18	VSBL	H XL	755647383	\$ 150.49	\$ 1.00	\$ 2.00	\$ 153.49	\$ 3.00	\$ -	\$ 10.95	\$ 167.44
P265/65R18	VSBL	T SL	755664383	\$ 137.91	\$ 1.00	\$ 2.00	\$ 140.91	\$ 3.00	\$ -	\$ 10.95	\$ 154.86
225/65R17	VSBL	H SL	755667383	\$ 110.94	\$ 1.00	\$ 2.00	\$ 113.94	\$ 3.00	\$ -	\$ 10.95	\$ 127.89
245/70R16	VSBL	T SL	755762383	\$ 107.69	\$ 1.00	\$ 2.00	\$ 110.69	\$ 3.00	\$ -	\$ 10.95	\$ 124.64
Wrangler Silent Armor											

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P255/75R17	BSL	T SL	758498188	\$ 149.50	\$ 1.00	\$ 2.00	\$ 152.50	\$ 3.00	\$ -	\$ 10.95	\$ 166.45
P235/75R15	OWL	T XL	758507189	\$ 107.26	\$ 1.00	\$ 2.00	\$ 110.26	\$ 3.00	\$ -	\$ 10.95	\$ 124.21
P275/60R20	OWL	T SL	758649189	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43
P245/75R17	OWL	T SL	758912189	\$ 139.01	\$ 1.00	\$ 2.00	\$ 142.01	\$ 3.00	\$ -	\$ 10.95	\$ 155.96
Wrangler ST											
P215/75R16	VSBL	S SL	773007415	\$ 103.74	\$ 1.00	\$ 2.00	\$ 106.74	\$ 3.00	\$ -	\$ 10.95	\$ 120.69
P225/75R16	VSBL	S SL	773017415	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
P225/75R16	OWL	S SL	773017431	\$ 111.18	\$ 1.00	\$ 2.00	\$ 114.18	\$ 3.00	\$ -	\$ 10.95	\$ 128.13
P265/70R17	BSL	S SL	773422430	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
P265/70R17	OWL	S SL	773422431	\$ 141.91	\$ 1.00	\$ 2.00	\$ 144.91	\$ 3.00	\$ -	\$ 10.95	\$ 158.86
P235/75R16	BSL	S SL	773430430	\$ 107.78	\$ 1.00	\$ 2.00	\$ 110.78	\$ 3.00	\$ -	\$ 10.95	\$ 124.73
P235/75R16	OWL	S SL	773430431	\$ 111.64	\$ 1.00	\$ 2.00	\$ 114.64	\$ 3.00	\$ -	\$ 10.95	\$ 128.59
Goodyear - Medium Truck											
G395 LHS											
11R22.5		L G	138953155	\$ 424.95	\$ 1.00	\$ 10.00	\$ 435.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.95
11R24.5		L G	138955155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
285/75R24.5		L G	756816155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
295/75R22.5		G	756817155	\$ 400.90	\$ 1.00	\$ 10.00	\$ 411.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.90
Marathon LHS II											
295/60R22.5	BLT	K H	756617352	\$ 565.81	\$ 1.00	\$ 10.00	\$ 576.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.81
Marathon LHS II G325											
295/80R22.5	BLT	M H	756665352	\$ 598.85	\$ 1.00	\$ 10.00	\$ 609.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 673.85
G399A LHS Fuel Max											
11R22.5	BSL	L G	138802596	\$ 413.20	\$ 1.00	\$ 10.00	\$ 424.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.20
11R22.5	BSL	L H	138954596	\$ 421.46	\$ 1.00	\$ 10.00	\$ 432.46	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.46
11R24.5	BSL	L H	138813596	\$ 446.75	\$ 1.00	\$ 10.00	\$ 457.75	\$ 7.00	\$ 24.00	\$ 33.00	\$ 521.75
11R24.5	BSL	L G	138810596	\$ 437.99	\$ 1.00	\$ 10.00	\$ 448.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.99
285/75R24.5	BSL	L G	756604596	\$ 429.23	\$ 1.00	\$ 10.00	\$ 440.23	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.23
285/75R24.5	BSL	L H	756405596	\$ 437.82	\$ 1.00	\$ 10.00	\$ 448.82	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.82
295/75R22.5	BSL	L H	756220596	\$ 413.03	\$ 1.00	\$ 10.00	\$ 424.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.03
295/75R22.5	BSL	L G	756817596	\$ 404.94	\$ 1.00	\$ 10.00	\$ 415.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 479.94
Fuel Max LHS											
11R22.5	BSL	L H	138954632	\$ 463.61	\$ 1.00	\$ 10.00	\$ 474.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 538.61
11R22.5	BSL	L G	138802632	\$ 454.52	\$ 1.00	\$ 10.00	\$ 465.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.52

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295/75R22.5	BSL	L H	756220632	\$ 454.34	\$ 1.00	\$ 10.00	\$ 465.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.34
295/75R22.5	BSL	L G	756817632	\$ 445.43	\$ 1.00	\$ 10.00	\$ 456.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 520.43
G362											
11R22.5		L G	138802501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
11R24.5		L G	138810501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
285/75R24.5		L G	756816501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
295/75R22.5		L G	756817501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
G572A LHD Fuel Max											
11R22.5	B01	L H	138954584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R22.5	B01	L G	138953584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R24.5	B01	L H	138956584	\$ 493.62	\$ 1.00	\$ 10.00	\$ 504.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 568.62
11R24.5	B01	L G	138955584	\$ 483.94	\$ 1.00	\$ 10.00	\$ 494.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 558.94
285/75R24.5	B01	L G	756604584	\$ 474.27	\$ 1.00	\$ 10.00	\$ 485.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.27
295/75R22.5	B01	L G	756603584	\$ 447.42	\$ 1.00	\$ 10.00	\$ 458.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.42
G305AT LHD Fuel Max											
11R22.5		L G	138953357	\$ 452.90	\$ 1.00	\$ 10.00	\$ 463.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 527.90
285/75R24.5		L G	756604357	\$ 470.48	\$ 1.00	\$ 10.00	\$ 481.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 545.48
G392A SSD Dura Fuel Max											
445/50R22.5	B01	L L	756432597	\$ 810.65	\$ 1.00	\$ 10.00	\$ 821.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 885.65
Fuel Max LHD G505D											
295/75R22.5	BSL	L G	756603685	\$ 492.16	\$ 1.00	\$ 10.00	\$ 503.16	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.16
G572 1AD Fuel Max											
11R22.5	B01	L G	138953619	\$ 380.17	\$ 1.00	\$ 10.00	\$ 391.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 455.17
295/75R22.5	B01	L G	756817619	\$ 419.84	\$ 1.00	\$ 10.00	\$ 430.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 494.84
Marathon LHT											
435/50R19.5	BLT	J L	756074413	\$ 683.33	\$ 1.00	\$ 10.00	\$ 694.33	\$ 7.00	\$ 24.00	\$ 33.00	\$ 758.33
Marathon LHT SS											
385/65R22.5	BLT	K L	759441413	\$ 711.18	\$ 1.00	\$ 10.00	\$ 722.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 786.18
G314											
11R22.5		G	138802503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42
11R24.5		G	138810503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
285/75R24.5		G	756816503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
295/75R22.5		G	756817503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42

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G316 LHT Fuel Max											
11R22.5		G	138953263	\$ 343.03	\$ 1.00	\$ 10.00	\$ 354.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 418.03
11R24.5		G	138801263	\$ 363.61	\$ 1.00	\$ 10.00	\$ 374.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 438.61
255/70R22.5		M H	756067263	\$ 337.78	\$ 1.00	\$ 10.00	\$ 348.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 412.78
275/70R22.5		L J	756158263	\$ 358.83	\$ 1.00	\$ 10.00	\$ 369.83	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.83
285/75R24.5		G	756604263	\$ 356.34	\$ 1.00	\$ 10.00	\$ 367.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 431.34
295/75R22.5		G	756817263	\$ 336.17	\$ 1.00	\$ 10.00	\$ 347.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 411.17
G316 Fuel Max Duraseal											
11R22.5		G	138802364	\$ 379.96	\$ 1.00	\$ 10.00	\$ 390.96	\$ 7.00	\$ 24.00	\$ 33.00	\$ 454.96
295/75R22.5		G	756817364	\$ 372.36	\$ 1.00	\$ 10.00	\$ 383.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.36
G394 SST Duraseal Fuel Max											
445/50R22.5		M L	759434455	\$ 685.66	\$ 1.00	\$ 10.00	\$ 696.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 760.66
G159A											
265/70R19.5		L G	756921903	\$ 357.30	\$ 1.00	\$ 10.00	\$ 368.30	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.30
G291											
315/80R22.5		L	756256420	\$ 666.86	\$ 1.00	\$ 10.00	\$ 677.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 741.86
315/80R22.5		L J	756254420	\$ 692.38	\$ 1.00	\$ 10.00	\$ 703.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 767.38
Regional RHS											
205/75R17.5	BSW	L F	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.85
G661 HSA											
10R22.5	B01	G	138948337	\$ 373.94	\$ 1.00	\$ 10.00	\$ 384.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.94
11R22.5	B01	L H	138179337	\$ 405.77	\$ 1.00	\$ 10.00	\$ 416.77	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.77
11R22.5	B01	L G	138953337	\$ 397.81	\$ 1.00	\$ 10.00	\$ 408.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.81
11R24.5	B01	H	138941337	\$ 430.11	\$ 1.00	\$ 10.00	\$ 441.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.11
11R24.5	B01	G	138801337	\$ 421.68	\$ 1.00	\$ 10.00	\$ 432.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.68
12R22.5	B01	L H	138577337	\$ 457.48	\$ 1.00	\$ 10.00	\$ 468.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 532.48
245/75R22.5	B01	L G	756168337	\$ 330.18	\$ 1.00	\$ 10.00	\$ 341.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 405.18
255/70R22.5	B01	M H	756165337	\$ 350.07	\$ 1.00	\$ 10.00	\$ 361.07	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.07
265/75R22.5	B01	L G	756125337	\$ 362.00	\$ 1.00	\$ 10.00	\$ 373.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 437.00
275/70R22.5	B01	L J	756184337	\$ 365.98	\$ 1.00	\$ 10.00	\$ 376.98	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.98
285/75R24.5	B01	L G	756604337	\$ 413.24	\$ 1.00	\$ 10.00	\$ 424.24	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.24
295/75R22.5	B01	L G	756817337	\$ 389.85	\$ 1.00	\$ 10.00	\$ 400.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.85
G662 RSA Fuel Max											
11R22.5	B01	L H	138179308	\$ 408.50	\$ 1.00	\$ 10.00	\$ 419.50	\$ 7.00	\$ 24.00	\$ 33.00	\$ 483.50

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11R22.5	B01	L G	138953308	\$ 400.49	\$ 1.00	\$ 10.00	\$ 411.49	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.49
11R24.5	B01	L H	138956308	\$ 424.52	\$ 1.00	\$ 10.00	\$ 435.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.52
295/75R22.5	B01	L G	756817308	\$ 396.48	\$ 1.00	\$ 10.00	\$ 407.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 471.48
Regional RHS II G129											
285/70R19.5	BLT	L H	756140297	\$ 574.53	\$ 1.00	\$ 10.00	\$ 585.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 649.53
305/70R19.5	BLT	M J	756143297	\$ 465.99	\$ 1.00	\$ 10.00	\$ 476.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.99
G182 RSD											
11R22.5		L H	138803185	\$ 430.86	\$ 1.00	\$ 10.00	\$ 441.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.86
11R22.5		L G	138802111	\$ 422.42	\$ 1.00	\$ 10.00	\$ 433.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 497.42
11R24.5		L H	138941185	\$ 456.71	\$ 1.00	\$ 10.00	\$ 467.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 531.71
11R24.5		L G	138801185	\$ 447.76	\$ 1.00	\$ 10.00	\$ 458.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.76
12R22.5		H	138302669	\$ 485.78	\$ 1.00	\$ 10.00	\$ 496.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 560.78
295/75R22.5		L G	756817111	\$ 413.97	\$ 1.00	\$ 10.00	\$ 424.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.97
G622 RSD											
10R22.5		G	138948265	\$ 381.64	\$ 1.00	\$ 10.00	\$ 392.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.64
11R22.5		H	138307265	\$ 411.14	\$ 1.00	\$ 10.00	\$ 422.14	\$ 7.00	\$ 24.00	\$ 33.00	\$ 486.14
11R22.5		L G	138953265	\$ 403.08	\$ 1.00	\$ 10.00	\$ 414.08	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.08
11R24.5		G	138801265	\$ 427.26	\$ 1.00	\$ 10.00	\$ 438.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 502.26
12R22.5		H	138302265	\$ 478.54	\$ 1.00	\$ 10.00	\$ 489.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 553.54
245/75R22.5		G	756319265	\$ 342.62	\$ 1.00	\$ 10.00	\$ 353.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 417.62
255/70R22.5		M H	756203265	\$ 350.68	\$ 1.00	\$ 10.00	\$ 361.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.68
265/75R22.5		G	756527265	\$ 398.97	\$ 1.00	\$ 10.00	\$ 409.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.97
295/75R22.5		G	756938265	\$ 395.02	\$ 1.00	\$ 10.00	\$ 406.02	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.02
Regional RHD II G137											
11R22.5	BLT	L H	138161295	\$ 517.37	\$ 1.00	\$ 10.00	\$ 528.37	\$ 7.00	\$ 24.00	\$ 33.00	\$ 592.37
Regional RHD II HCT											
315/80R22.5	BLT	L J	756518295	\$ 687.52	\$ 1.00	\$ 10.00	\$ 698.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 762.52
G114											
10R17.5		H	135349002	\$ 347.25	\$ 1.00	\$ 10.00	\$ 358.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.25
215/75R17.5		L H	756246567	\$ 340.25	\$ 1.00	\$ 10.00	\$ 351.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 415.25
G619 RST											
11R22.5	B01	L G	138953389	\$ 372.85	\$ 1.00	\$ 10.00	\$ 383.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.85
11R24.5		L G	138955389	\$ 395.22	\$ 1.00	\$ 10.00	\$ 406.22	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.22
285/75R24.5	B01	L G	756604389	\$ 397.58	\$ 1.00	\$ 10.00	\$ 408.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.58
295/75R22.5	B01	L G	756817389	\$ 365.54	\$ 1.00	\$ 10.00	\$ 376.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.54

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G287 MSA											
11.00R20		H	138382667	\$ 490.43	\$ 1.00	\$ 10.00	\$ 501.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 565.43
G288 MSA											
12.00R24		J	138655715	\$ 570.69	\$ 1.00	\$ 10.00	\$ 581.69	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.69
G288 MSA Duraseal											
11R24.5		H	138473258	\$ 542.99	\$ 1.00	\$ 10.00	\$ 553.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.99
G289 WHA											
315/80R22.5	HBW	L	756141613	\$ 648.29	\$ 1.00	\$ 10.00	\$ 659.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 723.29
G289 WHA Duraseal											
315/80R22.5	HBW	K L	756141614	\$ 705.53	\$ 1.00	\$ 10.00	\$ 716.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 780.53
G296 MSA											
385/65R22.5	SBL	K J	756315365	\$ 604.81	\$ 1.00	\$ 10.00	\$ 615.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 679.81
425/65R22.5	SBL	K L	756160365	\$ 672.01	\$ 1.00	\$ 10.00	\$ 683.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 747.01
445/65R22.5	SBL	K L	756314365	\$ 719.05	\$ 1.00	\$ 10.00	\$ 730.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 794.05
G296 MSA Duraseal											
425/65R22.5	SBL	K L	756160366	\$ 721.27	\$ 1.00	\$ 10.00	\$ 732.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 796.27
G296 WHA											
425/65R22.5	HBW	K L	756160367	\$ 706.13	\$ 1.00	\$ 10.00	\$ 717.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 781.13
G296 WHA Duraseal											
425/65R22.5	HBW	K L	756160369	\$ 756.13	\$ 1.00	\$ 10.00	\$ 767.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 831.13
G751 MSA											
11R22.5	BSL	K H	138799576	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	K H	138798576	\$ 528.09	\$ 1.00	\$ 10.00	\$ 539.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 603.09
12R22.5	BSL	K H	138127576	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91
12R24.5	BSL	K H	138869576	\$ 587.88	\$ 1.00	\$ 10.00	\$ 598.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 662.88
315/80R22.5	BSL	K L	756146576	\$ 647.66	\$ 1.00	\$ 10.00	\$ 658.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 722.66
G751 MSA Duraseal											
11R22.5	BSL	K H	138799577	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
315/80R22.5	BSL	K L	756146577	\$ 707.44	\$ 1.00	\$ 10.00	\$ 718.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 782.44
G731 MSA											
11R22.5	BSL	K H	138799578	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	K H	138798578	\$ 527.72	\$ 1.00	\$ 10.00	\$ 538.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.72
12R22.5	BSL	K H	138127578	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91

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255/70R22.5	BSL	K H	756685578	\$ 428.45	\$ 1.00	\$ 10.00	\$ 439.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 503.45
275/70R22.5	BSL	K H	756135578	\$ 453.36	\$ 1.00	\$ 10.00	\$ 464.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 528.36
G731 MSA Duraseal											
11R22.5	BSL	K H	138799579	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
G177											
11.00R20		K H	138382231	\$ 540.53	\$ 1.00	\$ 10.00	\$ 551.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 615.53
11R22.5		K H	138803230	\$ 491.76	\$ 1.00	\$ 10.00	\$ 502.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 566.76
11R24.5		H	138813230	\$ 521.26	\$ 1.00	\$ 10.00	\$ 532.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 596.26
12.00R24		F J	138391231	\$ 644.25	\$ 1.00	\$ 10.00	\$ 655.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 719.25
12R22.5		H	138864230	\$ 565.52	\$ 1.00	\$ 10.00	\$ 576.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.52
12R24.5		H	138869230	\$ 583.81	\$ 1.00	\$ 10.00	\$ 594.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 658.81
G177 Duraseal											
11R22.5		K H	138799259	\$ 538.12	\$ 1.00	\$ 10.00	\$ 549.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 613.12
11R24.5		H	138473259	\$ 570.41	\$ 1.00	\$ 10.00	\$ 581.41	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.41
G282 MSD											
11R22.5		H	138307668	\$ 447.59	\$ 1.00	\$ 10.00	\$ 458.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.59
11R24.5		H	138308668	\$ 474.45	\$ 1.00	\$ 10.00	\$ 485.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.45
12R22.5		H	138302668	\$ 514.73	\$ 1.00	\$ 10.00	\$ 525.73	\$ 7.00	\$ 24.00	\$ 33.00	\$ 589.73
G278 MSD											
385/65R22.5		K J	756513422	\$ 715.12	\$ 1.00	\$ 10.00	\$ 726.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 790.12
425/65R22.5		K L	756514422	\$ 794.58	\$ 1.00	\$ 10.00	\$ 805.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 869.58
445/65R22.5		K L	756515422	\$ 866.09	\$ 1.00	\$ 10.00	\$ 877.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 941.09
G741 MSD											
11R22.5	BSL	K H	138799528	\$ 509.53	\$ 1.00	\$ 10.00	\$ 520.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 584.53
11R24.5		K H	138798528	\$ 542.05	\$ 1.00	\$ 10.00	\$ 553.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.05
G670 RV MRT											
245/75R22.5		G	756306050	\$ 462.03	\$ 1.00	\$ 10.00	\$ 473.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 537.03
255/70R22.5		H	756780050	\$ 450.38	\$ 1.00	\$ 10.00	\$ 461.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 525.38
265/75R22.5		G	756305050	\$ 479.90	\$ 1.00	\$ 10.00	\$ 490.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 554.90
275/70R22.5		L H	756919050	\$ 487.86	\$ 1.00	\$ 10.00	\$ 498.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 562.86
275/80R22.5		L H	756967050	\$ 539.31	\$ 1.00	\$ 10.00	\$ 550.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 614.31
295/80R22.5	BLT	L H	756060050	\$ 516.45	\$ 1.00	\$ 10.00	\$ 527.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 591.45
315/80R22.5		L	756141050	\$ 684.56	\$ 1.00	\$ 10.00	\$ 695.56	\$ 7.00	\$ 24.00	\$ 33.00	\$ 759.56
SP348 ULT											

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225/70R19.5		L G	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 315.17
245/70R19.5		L G	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 329.58
SP461											
225/70R19.5		L G	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 333.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 349.17
SP384 FM											
11R22.5		L H	271102502	\$ 360.32	\$ 1.00	\$ 10.00	\$ 371.32	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.32
11R22.5		L G	271102501	\$ 353.25	\$ 1.00	\$ 10.00	\$ 364.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.25
11R24.5		L H	271102504	\$ 381.93	\$ 1.00	\$ 10.00	\$ 392.93	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.93
11R24.5		L G	271102503	\$ 374.45	\$ 1.00	\$ 10.00	\$ 385.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 449.45
285/75R24.5		L G	271102505	\$ 366.95	\$ 1.00	\$ 10.00	\$ 377.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.95
295/75R22.5		L H	271102506	\$ 353.11	\$ 1.00	\$ 10.00	\$ 364.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.11
295/75R22.5		L G	271102500	\$ 346.19	\$ 1.00	\$ 10.00	\$ 357.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.19
SP456 FM											
11R22.5		L G	271139502	\$ 373.68	\$ 1.00	\$ 10.00	\$ 384.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.68
285/75R24.5		L G	271139501	\$ 388.18	\$ 1.00	\$ 10.00	\$ 399.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 463.18
295/75R22.5		L G	271139500	\$ 366.21	\$ 1.00	\$ 10.00	\$ 377.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.21
SP464											
11R22.5		L H	271127100	\$ 367.53	\$ 1.00	\$ 10.00	\$ 378.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 442.53
11R24.5		L H	271127101	\$ 389.59	\$ 1.00	\$ 10.00	\$ 400.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.59
285/75R24.5		L G	271127106	\$ 381.79	\$ 1.00	\$ 10.00	\$ 392.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.79
295/75R22.5		L G	271127104	\$ 360.18	\$ 1.00	\$ 10.00	\$ 371.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.18
SP193 FM											
11R22.5		L G	271139073	\$ 303.79	\$ 1.00	\$ 10.00	\$ 314.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.79
11R24.5		L G	271139076	\$ 322.01	\$ 1.00	\$ 10.00	\$ 333.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 397.01
285/75R24.5		L G	271139090	\$ 315.57	\$ 1.00	\$ 10.00	\$ 326.57	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.57
295/75R22.5		L G	271139095	\$ 297.71	\$ 1.00	\$ 10.00	\$ 308.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 372.71
SP160											
11R22.5		L H	271108673	\$ 291.01	\$ 1.00	\$ 10.00	\$ 302.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 366.01
11R24.5		L H	271108676	\$ 308.48	\$ 1.00	\$ 10.00	\$ 319.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 383.48
255/70R22.5		M H	271128871	\$ 270.64	\$ 1.00	\$ 10.00	\$ 281.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 345.64
285/75R24.5		L G	271108790	\$ 302.31	\$ 1.00	\$ 10.00	\$ 313.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 377.31
295/75R22.5		L G	271108795	\$ 285.19	\$ 1.00	\$ 10.00	\$ 296.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 360.19
SP345											
315/80R22.5		L	271113472	\$ 489.00	\$ 1.00	\$ 10.00	\$ 500.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 564.00

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SP348											
10R22.5		L G	271124004	\$ 325.44	\$ 1.00	\$ 10.00	\$ 336.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 400.44
11R22.5		L H	271124000	\$ 346.21	\$ 1.00	\$ 10.00	\$ 357.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.21
11R24.5		L H	271124001	\$ 366.99	\$ 1.00	\$ 10.00	\$ 377.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.99
12R22.5		L H	271124006	\$ 398.15	\$ 1.00	\$ 10.00	\$ 409.15	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.15
255/70R22.5		M H	271124005	\$ 315.38	\$ 1.00	\$ 10.00	\$ 326.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.38
285/75R24.5		L G	271124007	\$ 357.87	\$ 1.00	\$ 10.00	\$ 368.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.87
295/75R22.5		L G	271124008	\$ 339.29	\$ 1.00	\$ 10.00	\$ 350.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 414.29
SP431A											
11R22.5		H	271127773	\$ 347.99	\$ 1.00	\$ 10.00	\$ 358.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.99
11R24.5		L H	271127776	\$ 368.87	\$ 1.00	\$ 10.00	\$ 379.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.87
295/75R22.5		L G	271128195	\$ 341.03	\$ 1.00	\$ 10.00	\$ 352.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 416.03
SP581											
11R22.5		K H	271110973	\$ 393.29	\$ 1.00	\$ 10.00	\$ 404.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 468.29
11R24.5		K H	271110972	\$ 416.88	\$ 1.00	\$ 10.00	\$ 427.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 491.88
SP831											
255/70R22.5		K H	271122771	\$ 358.89	\$ 1.00	\$ 10.00	\$ 369.89	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.89
SP832											
11R22.5		K H	271122573	\$ 368.72	\$ 1.00	\$ 10.00	\$ 379.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.72
11R24.5		K H	271122576	\$ 390.84	\$ 1.00	\$ 10.00	\$ 401.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 465.84
SP932											
11R22.5		J H	271122673	\$ 405.58	\$ 1.00	\$ 10.00	\$ 416.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.58
11R24.5		J H	271122676	\$ 429.92	\$ 1.00	\$ 10.00	\$ 440.92	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.92
SP281											
425/65R22.5		K L	271131486	\$ 590.27	\$ 1.00	\$ 10.00	\$ 601.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 665.27
SP881											
11R24.5		L H	271131278	\$ 492.10	\$ 1.00	\$ 10.00	\$ 503.10	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.10
SP231A											
385/65R22.5		K J	271131183	\$ 527.95	\$ 1.00	\$ 10.00	\$ 538.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.95
Goodyear - Off the Road Tires											
TIRE VALVE, TIRE MOUNT AND TIRE BALANCE PRICING NOT LISTED AS IT VARIES BY SIZE, DEALER, ETC.											
12.00-20(TGB)											
12.00-20ML		H	123340184	\$ 846.29	\$ 1.00	\$ 50.00	\$ 897.29	\$ -	\$ -	\$ -	\$ 897.29
12.00-20NHS		28	123251842	\$ 1,209.63	\$ 1.00	\$ 50.00	\$ 1,260.63	\$ -	\$ -	\$ -	\$ 1,260.63

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12.00-20NHS		20	123342842	\$ 993.46	\$ 1.00	\$ 50.00	\$ 1,044.46	\$ -	\$ -	\$ -	\$ 1,044.46
12.00-24(TGB)											
12.00-24NHS		16	123364842	\$ 1,103.85	\$ 1.00	\$ 50.00	\$ 1,154.85	\$ -	\$ -	\$ -	\$ 1,154.85
14.00-20(TGB)											
14.00-20NHS			123256111	\$ 1,940.93	\$ 1.00	\$ 50.00	\$ 1,991.93	\$ -	\$ -	\$ -	\$ 1,991.93
14.00-20NHS			123250111	\$ 1,458.00	\$ 1.00	\$ 50.00	\$ 1,509.00	\$ -	\$ -	\$ -	\$ 1,509.00
14.00-20NHS		24	123428645	\$ 1,462.59	\$ 1.00	\$ 50.00	\$ 1,513.59	\$ -	\$ -	\$ -	\$ 1,513.59
14.00-20NHS			123252842	\$ 1,522.39	\$ 1.00	\$ 50.00	\$ 1,573.39	\$ -	\$ -	\$ -	\$ 1,573.39
14.00-24(TGB)											
14.00-24NHS		28	123003006	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
14.00-24NHS		28	123448842	\$ 1,899.54	\$ 1.00	\$ 50.00	\$ 1,950.54	\$ -	\$ -	\$ -	\$ 1,950.54
14.00-24NHS		24	123447645	\$ 1,549.98	\$ 1.00	\$ 50.00	\$ 1,600.98	\$ -	\$ -	\$ -	\$ 1,600.98
14.00-24NHS		28	123448645	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
1400-24			123446133	\$ 2,337.65	\$ 1.00	\$ 50.00	\$ 2,388.65	\$ -	\$ -	\$ -	\$ 2,388.65
14.00R24(TGR)											
14.00R24			152714470	\$ 2,954.56	\$ 1.00	\$ 50.00	\$ 3,005.56	\$ -	\$ -	\$ -	\$ 3,005.56
14.00R24NHS		3X	152714291	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R24TG		1X	152712409	\$ 1,281.51	\$ 1.00	\$ 50.00	\$ 1,332.51	\$ -	\$ -	\$ -	\$ 1,332.51
14.00R25(TGR)											
14.00R25NHS		3X	152711536	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R25NHS		3X	152711292	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
12.00R20(TGR)											
12.00R20NHS			152117078	\$ 2,187.99	\$ 1.00	\$ 50.00	\$ 2,238.99	\$ -	\$ -	\$ -	\$ 2,238.99
12.00R20NHS			152117476	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
12.00R20NHS		3X	152117124	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
17.5-25(A3AB)											
17.5-25			123897463	\$ 699.47	\$ 1.00	\$ 50.00	\$ 750.47	\$ -	\$ -	\$ -	\$ 750.47
17.5-25		20	123877614	\$ 2,600.12	\$ 1.00	\$ 50.00	\$ 2,651.12	\$ -	\$ -	\$ -	\$ 2,651.12
17.5-25		16	123876458	\$ 775.27	\$ 1.00	\$ 50.00	\$ 826.27	\$ -	\$ -	\$ -	\$ 826.27
17.5-25		20	123877458	\$ 851.08	\$ 1.00	\$ 50.00	\$ 902.08	\$ -	\$ -	\$ -	\$ 902.08
17.5-25		20	123877323	\$ 1,920.34	\$ 1.00	\$ 50.00	\$ 1,971.34	\$ -	\$ -	\$ -	\$ 1,971.34
15.5-25(A3AR)											
15.5R25		1X	152888070	\$ 1,302.18	\$ 1.00	\$ 50.00	\$ 1,353.18	\$ -	\$ -	\$ -	\$ 1,353.18
17.5-R25(A3AR)											

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17.5R25			152523252	\$ 1,784.13	\$ 1.00	\$ 50.00	\$ 1,835.13	\$ -	\$ -	\$ -	\$ 1,835.13
17.5R25		3X	152127146	\$ 3,253.42	\$ 1.00	\$ 50.00	\$ 3,304.42	\$ -	\$ -	\$ -	\$ 3,304.42
16.00-24(A21B)											
16.00-24TG		12	125493261	\$ 1,350.27	\$ 1.00	\$ 50.00	\$ 1,401.27	\$ -	\$ -	\$ -	\$ 1,401.27
18.00-25(A21B)											
18.00-25		16	133534596	\$ 1,772.23	\$ 1.00	\$ 50.00	\$ 1,823.23	\$ -	\$ -	\$ -	\$ 1,823.23
18.00-25		40	133540487	\$ 3,388.31	\$ 1.00	\$ 50.00	\$ 3,439.31	\$ -	\$ -	\$ -	\$ 3,439.31
18.00-25		40	133540141	\$ 4,247.59	\$ 1.00	\$ 50.00	\$ 4,298.59	\$ -	\$ -	\$ -	\$ 4,298.59
18.00-33(A21B)											
18.00-33		36	133561487	\$ 3,772.99	\$ 1.00	\$ 50.00	\$ 3,823.99	\$ -	\$ -	\$ -	\$ 3,823.99
23.5-25(A21B)											
23.5-25		20	133909563	\$ 3,384.06	\$ 1.00	\$ 50.00	\$ 3,435.06	\$ -	\$ -	\$ -	\$ 3,435.06
16.00R25(A21R)											
16.00R25		A5 3X	155025491	\$ 2,958.44	\$ 1.00	\$ 50.00	\$ 3,009.44	\$ -	\$ -	\$ -	\$ 3,009.44
16.00R25			155023260	\$ 3,014.94	\$ 1.00	\$ 50.00	\$ 3,065.94	\$ -	\$ -	\$ -	\$ 3,065.94
16.00R25			155426007	\$ 2,882.63	\$ 1.00	\$ 50.00	\$ 2,933.63	\$ -	\$ -	\$ -	\$ 2,933.63
18.00R25(A21R)											
18.00R25		3X	153883143	\$ 4,826.05	\$ 1.00	\$ 50.00	\$ 4,877.05	\$ -	\$ -	\$ -	\$ 4,877.05
18.00R25		3X	153883424	\$ 3,491.82	\$ 1.00	\$ 50.00	\$ 3,542.82	\$ -	\$ -	\$ -	\$ 3,542.82
18.00R25			153883421	\$ 4,633.57	\$ 1.00	\$ 50.00	\$ 4,684.57	\$ -	\$ -	\$ -	\$ 4,684.57
18.00R25			153883455	\$ 4,358.61	\$ 1.00	\$ 50.00	\$ 4,409.61	\$ -	\$ -	\$ -	\$ 4,409.61
18.00R33(A21R)											
18.00R33		3X	153033010	\$ 4,650.94	\$ 1.00	\$ 50.00	\$ 4,701.94	\$ -	\$ -	\$ -	\$ 4,701.94
18.00R33			153451046	\$ 5,912.74	\$ 1.00	\$ 50.00	\$ 5,963.74	\$ -	\$ -	\$ -	\$ 5,963.74
20.5R25(A21R)											
20.5R25		A2 1X	155903375	\$ 2,288.82	\$ 1.00	\$ 50.00	\$ 2,339.82	\$ -	\$ -	\$ -	\$ 2,339.82

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DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
A OK TIRE MART	200 WEST MAIN ST	APOPKA	FL	32703	(407) 889-7074	X	X	X			D.GLEN WILLIAMS-OWNER
ACTION-GATOR TIRE	2213 E SEMORAN BLVD	APOPKA	FL	32703	(407) 880-2488	X	X				FRED CHRISTENSEN-PRES
THE TIRE CHOICE	2691 NE 203RD ST	AVENTURA	FL	33180	(585) 647-6400	X	X				
BIG "T" TIRE	1109 W MAIN ST	AVON PARK	FL	33825	(863) 452-2031	X	X	X			VIRGIL MCINVALE
GOODYEAR AUTO SERVICE CTR #2439	390 EAST VAN FLEET DRIVE	BARTOW	FL	33830	(863) 533-4136	X	X				
CAR CARE CENTER #20	1000 W. CAR CARE DRIVE	BAY LAKE	FL	32830	(407) 824-0976	X	X				
AKRON TIRE CO INC	41 S E AVE C	BELLE GLADE	FL	33430	(561) 996-6556	X	X	X	X		STEPHEN H STAFFORD-PRES
BASLINE TIRE SERVICE	10950 SE HWY 441	BELLEVUE	FL	34420	(352) 245-7070	X	X				ROBERT L GARZA-OWNER
GEORGE'S WHOLESALE TIRE & AUTO SERVICE	3260 N LECANTO HWY	BEVERLY HILLS	FL	34465	(352) 527-1712	X	X				VINCENT CAPOBIANCO-PRESIDENT
THE TIRE CHOICE	22923 SANDALFOOT PLAZA DR	BOCA RATON	FL	33428	(585) 647-6400	X	X				
BOCA RATON TIRE CENTER	10 NW 28TH ST	BOCA RATON	FL	33431	(561) 391-6666	X	X				FRED CHRISTENSEN-PRESIDENT
GOLD COAST TIRE OF WEST BOCA	22923 SANDALFOOT PLAZA DR	BOCA RATON	FL	33428	(561) 488-1822	X	X				JOSH ORETSKI-PRESIDENT
GOODYEAR AUTO SERVICE CTR #6625	199 NW 1ST AVE	BOCA RATON	FL	33432-3810	(561) 368-3898	X	X				
SON'S TIRE INC	202 SOUTH WAUKESHA ST	BONIFAY	FL	32425	(850) 547-3388	X	X	X			LARRY COOK-OWNER
THE TIRE CHOICE	12831 TRADE CENTER DR	BONITA SPRINGS	FL	34135	(585) 647-6400	X	X				
EASY PAY TIRE CO INC	619 N FEDERAL HIGHWAY	BOYNTON BEACH	FL	33435	(561) 732-2696	X	X	X			
THE TIRE CHOICE	3940 HYPOLUXO ROAD	BOYNTON BEACH	FL	33436	(585) 647-6400	X	X				
THE TIRE CHOICE	1640 S CONGRESS AVE	BOYNTON BEACH	FL	33426	(585) 647-6400	X	X				
CUSTOMER 1 CAR CARE	9811 JOG RD	BOYNTON BEACH	FL	33437	(561) 732-6664	X	X				WARREN SECKLER-OWNER
GOLD COAST TIRE OF BOYNTON BEACH	1640 S CONGRESS AVE	BOYNTON BEACH	FL	33426	(561) 752-9090	X	X				LLOYD ORETSKY-PRES
THE TIRE CHOICE	5720 RANCH LAKE ROAD	BRADENTON	FL	34202	(585) 647-6400	X	X				
KAUFFMAN TIRE INC	6008 LAKEWOOD RANCH BLVD	BRADENTON	FL	34211	(941) 238-0193	X	X				MARK KAUFFMAN-PRESIDENT
MC GEE AUTO SERVICE & TIRES	5202 E SR 64	BRADENTON	FL	34208	(941) 749-6100	X	X	X			MIKE MCGEE-PRESIDENT
MC GEE AUTO SERVICE & TIRES	8712 SR 70 E	BRADENTON	FL	34202	(941) 755-8394	X	X	X			MIKE MCGEE-PRESIDENT
SHEPHERD TIRE	3949 14TH ST W	BRADENTON	FL	34205-6003	(941) 746-7885	X	X				LARRY SHEPHERD-PRESIDENT
KAUFFMAN TIRE/BRANDON	900 LITHIA PINECREST RD	BRANDON	FL	33511	(813) 982-3500	X	X	X			MARK KAUFFMAN-PRESIDENT
LONG TIRE AND AUTO SERVICE CENTER	2015 TOWN CENTER BLVD	BRANDON	FL	33511	(813) 643-6503	X	X				BUDDY LONG-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2485	740 BROAD ST	BROOKSVILLE	FL	34601	(352) 796-4961	X	X				
GOODYEAR AUTO SERVICE CTR #2525	2144 DEL PRADO BLVD SOUTH	CAPE CORAL	FL	33904	(239) 574-3539	X	X				
ACTION-GATOR TIRE	5700 S HWY 17-92	CASSELBERRY	FL	32707	(407) 830-6401	X	X				FRED CHRISTENSEN
ACTION GATOR TIRE #19	980 N SEMORAN BLVD	CASSELBERRY	FL	32707	(407) 331-6868	X	X				FRED CHRISTENSEN-PRES
MC GEE AUTO SERVICE & TIRES	235 S BELCHER RD	CLEARWATER	FL	33765	(727) 799-4800	X	X	X			MIKE MCGEE-PRESIDENT
WINGFOOT COMMERCIAL TIRE	11601 47TH STREET NORTH	CLEARWATER	FL	33762	(727) 299-0722			X			
GOODYEAR AUTO SERVICE CTR #2434	1196 CLEVELAND ST	CLEARWATER	FL	33755	(727) 446-8311	X	X				
GOODYEAR AUTO SERVICE CTR #2452	4115 E BAY DR	CLEARWATER	FL	33764	(727) 536-9404	X	X				
MIKE'S FLEET SERVICE	15920 BABAIR LANE	CLERMONT	FL	34715	(352) 217-2039			X			MIKE SOKOL-PRESIDENT
ACTION-GATOR TIRE	591 E HWY 50	CLERMONT	FL	34711	(352) 394-4067	X	X				FRED CHRISTENSEN-PRESIDENT
ROBBIE TIRE CO	121 S BOND ST	CLEWISTON	FL	33440	(863) 983-6197	X	X	X	X		STEPHEN H STAFFORD-PRES
FRANKS TIRE & AUTO SERVICE	805 FLORIDA AVE	COCOA	FL	32922	(321) 635-8473	X	X				ROBERTO MATUS
GATTO'S TIRE & AUTO SERVICE	500 A N COCOA BLVD	COCOA	FL	32922-7562	(321) 632-7500	X	X	X	X		MV GATTO-PRES
THE TIRE CHOICE	4589 W HILLSBORO BLVD	COCONUT CREEK	FL	33073	(585) 647-6400	X	X				
THE TIRE CHOICE	1509 LYONS ROAD	COCONUT CREEK	FL	33063	(585) 647-6400	X	X				
GOLD COAST TIRE & AUTO OF COCONUT CRK	1509 LYONS RD	COCONUT CREEK	FL	33063	(954) 975-0888	X	X				LLOYD ORETSKY
GOLD COAST TIRE & AUTO WEST DEERFIE	4589 HILLSBORO BLVD	COCONUT CREEK	FL	33073	(954) 421-0444	X	X				LLOYD ORETSKY-OWNER
GOODYEAR AUTO SERVICE CTR #6651	3690 BIRD AVE	CORAL GABLES	FL	33133	(305) 446-8101	X	X				
THE TIRE CHOICE	4620 CORAL RIDGE DR	CORAL SPRINGS	FL	33076	(585) 647-6400	X	X				
THE TIRE CHOICE	8090 WILES ROAD	CORAL SPRINGS	FL	33067	(585) 647-6400	X	X				
GOLD COAST TIRE OF CORAL WEST	4620 CORAL RIDGE DR	CORAL SPRINGS	FL	33076	(954) 255-8522	X	X				LLOYD ORETSKY-OWNER
GOLD COAST TIRE & AUTO OF CORAL SPR	8090 WILES RD	CORAL SPRINGS	FL	33067	(954) 755-5584	X	X				LLOYD ORETSKY-OWNER
CRESTVIEW TIRE	615 N FERDON BLVD	CRESTVIEW	FL	32536	(850) 682-5121	X	X				JIM MEAGER
CUTLER BAY TIRE & AUTO SVC CTR	20390 SOUTH DIXIE HWY	CUTLER BAY	FL	33189	(305) 233-5241	X	X				MICHELE PEDERSEN-PRESIDENT
RICK CASE HONDA	15700 RICK CASE HONDA WAY	DAVIE	FL	33331	(954) 364-3108	X	X				RICK CASE
MARTINO TIRE	1124 SW 101ST RD	DAVIE	FL	33324	(954) 577-2000	X	X				SULEMAN DAUD-MGR
LUCYS TIRE/FALCON TIRE-FT LAUD	4400 OAKES RD	DAVIE	FL	33314	(305) 593-2028			X			JOSE RIOS-PRESIDENT
DAVIE TIRE OUTLET	5841 SW 45TH ST	DAVIE	FL	33314	(954) 321-6618	X	X	X			STEVE STAFFORD-PRES
KOVAC AUTOMOTIVE	2770 DAVIE RD	DAVIE	FL	33314-3494	(954) 792-7357	X	X				
MC GEE TIRE STORE	148 N RIDGEWOOD AVE	DAYTONA BEACH	FL	32114	(386) 252-7661	X	X	X			MIKE MCGEE-PRESIDENT
DEERFIELD TIRE CENTER	377 S FEDERAL HWY	DEERFIELD BEACH	FL	33441	(954) 427-4820	X	X				FRED CHRISTENSEN-PRESIDENT
TIRESOLES OF BROWARD	1865 SOUTH POWERLINE RD	DEERFIELD BEACH	FL	33442	(954) 941-1373	X	X	X	X		CHARLES RIGL-PRES
NATIONAL TIRE BROKERS	829 W NELSON AVE	DEFUNIAK SPRINGS	FL	32433	(850) 892-5191			X	X		BOB CUMMINGS-PRES
L & H AUTOMOTIVE & TIRE SVC	1050 W NELSON AVE	DEFUNIAK SPRINGS	FL	32433	(850) 892-3164	X	X				GUY MICHAEL DARR-PRESIDENT
MC GEE TIRE STORES	680 N SPRING GARDEN AVE	DELAND	FL	32720	(386) 740-8996	X	X	X			MIKE MCGEE-PRESIDENT
THE TIRE CHOICE	4715 WEST ATLANTIC AVE	DELRAY BEACH	FL	33445	(585) 647-6400	X	X				
GOLD COAST TIRE OF DELRAY BEACH	4715 W ATLANTIC AVE	DELRAY BEACH	FL	33445	(561) 638-5526	X	X				LLOYD ORETSKY - PRESIDENT

GOODYEAR TIRE AND RUBBER COMPANY
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DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
EXPERT CAR CARE	2123 SAXON BLVD	DELTONA	FL	32725	(386) 789-2329	X	X	X			JAMES SADA-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2248	12340 EMERALD COAST PARKWAY W	DESTIN	FL	32550	(850) 269-2522	X	X				
BEACON AUTO CARE INC	8701 NW 13 TERR	DORAL	FL	33172	(305) 471-8400	X	X				DAVID PEREZ - OWNER
RUSSO TIRES	8260 NW 58TH ST	DORAL	FL	33166	(305) 513-4501	X	X				GIUSEPPE RUSSO - OWNER
DORAL TIRE AND SERVICE CORP	2010 NW 107 AVE	DORAL	FL	33172	(305) 592-8000	X	X				HUMBERTO FERNANDEZ-PRESIDENT
MC GEE TIRE STORE	28919 HWY 27	DUNDEE	FL	33388	(863) 439-8473	X	X	X	X		MIKE MCGREE-PRES
MC GEE TIRE STORES INC		EATON PARK	FL	33840	(813) 890-8473			X			JOHN MCGEE-PRES
THE TIRE CHOICE	10451 CORKSCREW COMMONS DR	ESTERO	FL	33928	(585) 647-6400	X	X				
CORAL RIDGE TIRE & AUTO CARE	3500 N FEDERAL HWY	FORT LAUDERDALE	FL	33308	(954) 565-5594	X	X				JOHN MICHAEL DONNELLY-DIRECTOR
WAGNER TIRE COMPANY	1740 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304	(954) 463-7588	X	X				CHUCK WAGNER-OWNER
GOODYEAR AUTO SERVICE CTR #2537	11 NORTH ANDREWS AVE	FORT LAUDERDALE	FL	33301	(954) 463-0411	X	X				
A-EXPERT TIRE AND SERVICE INC	8794 ALICO RD	FORT MYERS	FL	33912	(239) 590-0300			X			KEVIN MCNALLY - VICE PRESIDENT
MC GEE TIRE STORES INC	5581 ZIP DRIVE	FORT MYERS	FL	33905	(239) 362-3025	X	X	X			MIKE MCGEE
THE TIRE CHOICE	8600 GLADIOLUS DRIVE	FORT MYERS	FL	33908	(585) 647-6400	X	X				
THE TIRE CHOICE	9002 ROLFES ROAD	FORT MYERS	FL	33966	(585) 647-6400	X	X				
THE TIRE CHOICE	13621 FIDDLESTICKS BLVD	FORT MYERS	FL	33912	(585) 647-6400	X	X				
WALTER'S AUTO SERVICE CENTER	15135 MCGREGOR BLVD	FORT MYERS	FL	33908	(239) 437-0377	X	X				WALTER MERCIER-PRESIDENT
TIRESOLES/ELPEX TIRE	5575 OKEECHOBEE RD	FORT PIERCE	FL	34947-5317	(772) 464-4211	X	X	X	X		CHARLES RIGL-PRES
GOODYEAR AUTO SERVICE CTR #6672	2604 SOUTH FEDERAL HIGHWAY	FORT PIERCE	FL	34952	(772) 464-8022	X	X				
MARTINO TIRE	1050 W COMMERCIAL BLVD	FT LAUDERDALE	FL	33309	(954) 475-6030	X	X				SULEMAN DAUD-MGR
TIRE HUT INC	1250 W SUNRISE BLVD	FT LAUDERDALE	FL	33311	(954) 462-7780	X	X				JERRY ROSENTHAL - OWNER
KAUFFMAN TIRE INC	3545 W UNIVERSITY AVE	GAINESVILLE	FL	32607	(352) 244-9842	X	X				MARK KAUFFMAN-PRESIDENT
TOWN TIRE SERVICE CENTERS	7030 SW ARCHER RD	GAINESVILLE	FL	32608	(352) 384-0555	X	X				ERNIE TURBYFIL
TOWN TIRE SERVICE CENTERS	605 NW 8TH AVE	GAINESVILLE	FL	32601-5074	(352) 378-2333	X	X				G E TURBYFILL SR
TOWN TIRE COMMERCIAL SERVICE CENTER	5105 SW 41ST BLVD	GAINESVILLE	FL	32608	(352) 371-6209	X	X	X	X		G E TURBYFILL SR
GOODYEAR AUTO SERVICE CTR #2440	1211 N MAIN ST	GAINESVILLE	FL	32601	(352) 372-3537	X	X				
GOODYEAR AUTO SERVICE CTR #2586	407 NW 75TH ST	GAINESVILLE	FL	32607	(352) 332-5111	X	X				
GOODYEAR AUTO SERVICE CTR #6666	3838 JOG ROAD	GREENACRES	FL	33463	(561) 968-1014	X	X				
VANNOYS TIRES INC	3425 GULF BREEZE PKWY	GULF BREEZE	FL	32563	(850) 916-0912	X	X				JEFF VANNOY - OWNER/PRESIDENT
GULF BREEZE TIRE CENTRE	2983 GULF BREEZE PKWY/HWY 98	GULF BREEZE	FL	32563	(850) 932-4250	X	X	X			RANDAL LEDDY-PRES
GOODYEAR AUTO SERVICE CTR #2472	100 MAXCY PLAZA CIRCLE	HAINES CITY	FL	33844	(863) 422-4965	X	X				
MIAMI TIRESOLES	7800 N W 103RD ST	HIALEAH	FL	33016	(305) 821-2121	X	X	X	X		CHARLIE RIGL
D SHOP TIRES & AUTO REPAIRS	11603 W OKEECHOBEE RD	HIALEAH	FL	33018	(305) 551-6911	X	X				NANCY M RAMOS-PRESIDENT
FESTIVAL TIRES	4696 PALM AVE	HIALEAH	FL	33012	(305) 512-9662	X	X				ANGEL MEDIAVILLA-OWNER
WESTLAND AUTO CENTER	4000 WEST 16TH AVE	HIALEAH	FL	33012	(305) 557-8888	X	X				JOSE A DELEON-PRESIDENT
271 HIALEAH AUTOMOTIVE CORP	271 EAST FIRST AVE	HIALEAH	FL	33010	(305) 887-5583	X	X				FREDDY GORRA JR-OWNER
GOODYEAR AUTO SERVICE CTR #6641	2670 W 68TH ST	HIALEAH	FL	33016	(305) 819-7433	X	X				
LEONE TIRE AND AUTO	2424 US HWY 19 N	HOLIDAY	FL	34691	(727) 934-5470	X	X				MIKE LEONE-PRESIDENT
FLEET TIRE TRUCK & AUTO	5911 PEMBROKE ROAD	HOLLYWOOD	FL	33023	(954) 989-2600	X	X	X			JACQUELINE E ATCHISSON
UNIVERSITY AUTO CENTER	3303 N UNIVERSITY DR	HOLLYWOOD	FL	33024	(954) 450-3696	X	X				GEORGE STRATOUDAKIS
GOODYEAR AUTO SERVICE CTR #2544	2825 HOLLYWOOD BLVD	HOLLYWOOD	FL	33020	(954) 923-6521	X	X				
GOODYEAR AUTO SERVICE CTR #6647	497 S STATE ROAD 7	HOLLYWOOD	FL	33023	(954) 987-0450	X	X				
CARL PELT & SONS INC	289 SO KROME AVE	HOMESTEAD	FL	33030-1208	(305) 247-1428	X	X		X		CARL PELT
HOMESTEAD TIRE AND AUTO SERVICE CENTER	406 WASHINGTON AVE	HOMESTEAD	FL	33030	(305) 245-9533	X	X				KEVIN PEDERSEN-PRESIDENT
GOODYEAR AUTO SERVICE CTR #6675	30100 S DIXIE HWY	HOMESTEAD	FL	33030	(305) 247-6966	X	X				
EXPRESS CARE LLC	16087 SW WARFIELD BLVD	INDIANTOWN	FL	34956	(772) 597-3741	X	X				ROGER HOPSON
TMT AUTO CLINIC INC	1117 SR 20	INTERLACHEN	FL	32148	(386) 684-1901	X	X				LEAH-TOM WILLIAMS
TUBELS COMPLETE AUTO CARE	5500 JAMMES RD	JACKSONVILLE	FL	32244	(904) 778-8777	X	X	X			RAY TUBELS JR = PRESIDENT
CAMPING WORLD INC	9012 BEACH BLVD	JACKSONVILLE	FL	32216	(904) 866-4415	X	X	X			TERRY GRAHAM - BUYER
JULINGTON TIRE CENTER	500 STATE ROAD 13 NORTH	JACKSONVILLE	FL	32259-2833	(904) 230-2677	X	X				CHARLIE DISON - PRESIDENT
AUTO SPOT TIRE PROS	13958 VILLAGE LAKE CIRCLE	JACKSONVILLE	FL	32258	(904) 998-9393	X	X				CAMI MOURAO-PRESIDENT
MONUMENT ROAD TIRE & SERVICE	1471 MONUMENT RD	JACKSONVILLE	FL	32225	(904) 997-1000	X	X				A D PRESTON III-PRES
TIRESOLES OF JACKSONVILLE	1475 PICKETTVILLE RD	JACKSONVILLE	FL	32220	(904) 378-0090	X	X	X			CHARLES RIGL-PRES
BIG CHIEF TIRE CO, INC.	5444 NORMANDY BLVD	JACKSONVILLE	FL	32205	(904) 786-0721	X	X				FRITZ PARMAN-OWNER
THE AUTO SPOT	9718 TOUCHTON RD	JACKSONVILLE	FL	32246	(904) 998-9393	X	X				CAMI MOURAO
ARLINGTON TIRE & SERVICE CENTER	5807 MERRILL RD	JACKSONVILLE	FL	32277	(904) 743-6294	X	X				A D PRESTON III-PRES
KAUFFMAN TIRE/JACKSONVILLE	5885 MINING TERRACE	JACKSONVILLE	FL	32257	(904) 260-8700			X			JOHN KAUFFMAN
WINGFOOT COMMERCIAL TIRE	450 LANE AVE N	JACKSONVILLE	FL	32254	(904) 783-2541			X	X		
TUBELS SERVICE CENTER	3483 PHILLIPS HWY	JACKSONVILLE	FL	32207	(904) 398-4545	X	X				PATRICA TUBEL-CO-OWNER
GOODYEAR AUTO SERVICE CTR #2426	817 N CLAY ST	JACKSONVILLE	FL	32202	(904) 598-1001	X	X				
GOODYEAR AUTO SERVICE CTR #2433	675 SKYMARKS DR	JACKSONVILLE	FL	32218	(904) 714-9065	X	X				
GOODYEAR AUTO SERVICE CTR #2448	11800 SAN JOSE BLVD	JACKSONVILLE	FL	32223	(904) 262-0090	X	X				
GOODYEAR AUTO SERVICE CTR #2450	4593 SAN JUAN	JACKSONVILLE	FL	32210	(904) 389-3671	X	X				
GOODYEAR AUTO SERVICE CTR #2458	40 GIRVIN RD	JACKSONVILLE	FL	32225	(904) 220-4929	X	X				

GOODYEAR TIRE AND RUBBER COMPANY
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DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
GOODYEAR AUTO SERVICE CTR #2587	9927 ATLANTIC BLVD	JACKSONVILLE	FL	32225	(904) 724-5111	X	X				
GOODYEAR AUTO SERVICE CTR #2593	1740 SOUTH 3RD ST	JACKSONVILLE	FL	32250	(904) 241-0555	X	X				
GOODYEAR AUTO SERVICE CTR #2595	7680 103RD ST	JACKSONVILLE	FL	32210	(904) 779-5111	X	X				
TUBELS SERVICE CENTER	11411 N MAIN ST	JACKSONVILLE	FL	32218	(904) 757-8100	X	X	X			PATRICIA H TUBEL-PRES
GOODYEAR AUTO SERVICE CTR #2527	1350 W INDIANTOWN RD	JUPITER	FL	33458	(561) 741-4379	X	X				
BANNER TIRE KEY WEST INC	2312 N ROOSEVELT BLVD	KEY WEST	FL	33040-3836	(305) 296-6528	X	X	X			ARCADIO RODRIGUEZ
ACTION-GATOR TIRE #15	1312 N JOHN YOUNG PKWY	KISSIMMEE	FL	34741	(407) 239-1280	X	X				FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE	4135 W VINE ST	KISSIMMEE	FL	34741	(407) 343-1399	X	X				FRED CHRISTENSEN
GOODYEAR AUTO SERVICE CTR #2421	1031 BUENAVENTURA BLVD	KISSIMMEE	FL	34743	(407) 344-8108	X	X				
GOODYEAR AUTO SERVICE CTR #2420	863 N HWY 27	LADY LAKE	FL	32159	(352) 751-1119	X	X				
ACTION GATOR TIRE #29	4416 W LAKE MARY BLVD	LAKE MARY	FL	32746	(407) 829-2191	X	X				FRED CHRISTENSEN
SEMINOLE TIRE COMPANY INC	624 US HWY 27 SOUTH	LAKE PLACID	FL	33852	(863) 465-5057	X	X				LARRY M SAPP-PRES
MC GEE TIRE STORE	203 DOMARIS AVENUE	LAKE WALES	FL	33853	(863) 676-3423	X	X	X			MIKE MCGREE-PRES
THE TIRE CHOICE	4601 W HYPOLUXO RD	LAKE WORTH	FL	33463	(585) 647-6400	X	X				
CAR CLINIC	1401 N DIXIE HWY	LAKE WORTH	FL	33460	(561) 547-4700	X	X				JORGE GOYANES-PRESIDENT
GOLD COAST TIRE OF HYPOLUXO ROAD	4601 W HYPOLUXO RD	LAKE WORTH	FL	33463	(561) 964-0200	X	X				LLOYD ORETSKY-OWNER
TIRESOLES OF BROWARD INC	401 RINKER WAY	LAKE WORTH	FL	33461-3818	(561) 588-2777	X	X		X		CHARLES RIGL-PRES
TIRESOLES/ELPEX TIRE	402 RINKER WAY	LAKE WORTH	FL	33461	(561) 588-2777	X	X	X			CHARLES RIGL-PRES
GOODYEAR AUTO SERVICE CTR #6642	4358 S SR 7	LAKE WORTH	FL	33467	(561) 304-7344	X	X				
KAUFFMAN TIRE INC	5065 US HIGHWAY 98	LAKE LAND	FL	33846	(863) 937-0700	X	X				MARK KAUFFMAN-PRESIDENT
MC GEE TIRE STORE	4304 4304 SOUTH FLORIDA AVENUE	LAKE LAND	FL	33813	(863) 646-8518	X	X	X			JOHN MCGEE
B&L TIRE SALES	3401 HWY 98 S	LAKE LAND	FL	33803-7376	(863) 665-1617	X	X				CHRIS CRAWFORD
MC GEE TIRE STORE	5020 US HWY 98 N	LAKE LAND	FL	33809	(863) 858-4477	X	X	X			JOHN MCGEE PR
MC GEE TIRE CORP OFFICE	4304 SOUTH FLORIDA AVE	LAKE LAND	FL	33813	(561) 283-7956			X			JOHN MCGEE-PRES
MC GEE TIRE STORES INC	3939 HWY 98 S	LAKE LAND	FL	33812	(863) 667-3702			X			JOHN MCGEE-PRES
MC GEE TIRE STORE	3939 US HWY 98 S	LAKE LAND	FL	33812	(863) 667-3347	X	X	X	X		JOHN MCGEE-PRES
MC GEE TIRE STORE	2636 LASSO LANE	LAKE LAND	FL	33801	(863) 665-8473			X			JOHN MCGEE-PRES
THE TIRE CHOICE	2267 COLLIER PARKWAY	LAND O'LAKES	FL	34639	(585) 647-6400	X	X				
THE TIRE CHOICE	13399 SEMINOLE BLVD	LARGO	FL	33778	(585) 647-6400	X	X				
C & E AUTO	11901 INDIAN ROCKS RD	LARGO	FL	33774	(727) 596-9551	X	X				EARL CHAMBERS III-PRES
WINGFOOT COMMERCIAL TIRE	901 NW 31ST AVE	LAUDERHILL	FL	33311	(954) 583-9499			X	X		
THE TIRE CHOICE	16505 FISH HAWK BLVD	LITHIA	FL	33547	(585) 647-6400	X	X				
THE TIRE CHOICE	18951 STATE ROAD 54	LUTZ	FL	33558	(585) 647-6400	X	X				
MACCLENNY TIRE	112 S 6TH STREET	MACCLENNY	FL	32063	(904) 259-8555	X	X				PHIL DUVAL - PRESIDENT
MARTINO TIRE	2189 NORTH STATE ROAD 7	MARGATE	FL	33063	(954) 366-1306	X	X				MINOO MEHTA - GENERAL MGR
THE TIRE CHOICE	5700 ROYAL PALM BLVD	MARGATE	FL	33063	(585) 647-6400	X	X				
TA MARIANNA #178	I 10 & SR 71	MARIANNA	FL	32446	(850) 526-3303			X			
FALCON TIRE	12950 NW SOUTH RIVER DR	MEDLEY	FL	33178	(305) 883-8393	X	X	X			JOSE RIOS-PRESIDENT
GATTO'S TIRE & AUTO SERVICE	2965 BUSH DR	MELBOURNE	FL	32935	(321) 421-6600	X	X				PAM GATTO-OWNER
GATTO'S TIRES & AUTO SERVICE	15 W HIBISCUS BLVD	MELBOURNE	FL	32901	(321) 727-3322	X	X		X		MV GATTO-PRES
GATTO'S TIRES & AUTO SERVICE	855 N COURTENAY PKWY	MERRITT ISLAND	FL	32953-4638	(321) 452-4747	X	X				MV GATTO-PRES
TIRE SPEED SHOP	6868 SW 8TH ST	MIAMI	FL	33144	(305) 266-4777	X	X				ALEXANDER MARINO - MANAGER
TECH & TIRES	8761 SW 40TH STREET	MIAMI	FL	33165	(305) 229-1820	X	X				KENIA VILLALTA - PRESIDENT
PAUL'S TIRE INC	7601 NW 66TH ST	MIAMI	FL	33166	(305) 592-0509	X	X				PAUL SEAMAN - OWNER
MARTINO TIRE	13150 SW 87TH AVE	MIAMI	FL	33176	(786) 842-3540	X	X				MINOO MEHTA - GENERAL MGR
DSHOP TIRES & AUTO REPAIRS INC	10550 BISCAYNE BLVD	MIAMI	FL	33184	(305) 891-5400	X	X				NANCY M RAMOS-PRESIDENT
MARTINO TIRE	6795 SW 40TH ST	MIAMI	FL	33155	(305) 666-0633	X	X				SULEMAN DAUD-MGR
D SHOP TIRES & AUTO REPAIRS	11980 SW 8TH ST	MIAMI	FL	33184	(305) 551-6911	X	X				NANCY M RAMOS-PRESIDENT
MARTINO TIRE	9840 NW 25TH STREET	MIAMI	FL	33172	(305) 406-3811	X	X				SULEMAN DAUD-MGR
MARTINO TIRE	13790 SW 56TH ST	MIAMI	FL	33175	(561) 784-7811	X	X				SULEMAN DAUD-MGR
D SHOP TIRES & AUTO REPAIR	7930 NW 36TH ST STE 13-16	MIAMI	FL	33166	(305) 470-9775	X	X				NACNY M RAMOS-PRESIDENT
GIANT TIRES	20125 NW 67TH AVE	MIAMI	FL	33015	(305) 623-0569	X	X				ANDRES RODRIGUEZ-PRESIDENT
WHEEL WORLD	4690 NW 167TH ST	MIAMI	FL	33054	(305) 625-6731	X	X				BRIAN CHUNG-PRESIDENT
CANERO TIRE CORP	3595 NW 31ST STREET	MIAMI	FL	33142	(305) 633-1169	X	X				ANTONIO CANERO-PRESIDENT
PLATA AUTO LAB	6814 NW 169TH ST	MIAMI	FL	33015	(305) 558-9997	X	X				RAFAEL PLATA-PRESIDENT
DORAL AUTO CARE	5721 NW 36TH ST	MIAMI	FL	33166	(305) 871-1121	X	X				SAMUEL FORNARIS-PRESIDENT
WINGFOOT COMMERCIAL TIRE	3045 NW 119TH ST	MIAMI	FL	33167	(305) 687-3400			X	X		
GOODYEAR AUTO SERVICE CTR #6624	11530 SW 147TH AVE	MIAMI	FL	33173	(305) 385-9753	X	X				
GOODYEAR AUTO SERVICE CTR #6644	9001 S DIXIE HWY	MIAMI	FL	33156	(305) 667-7575	X	X				
GOODYEAR AUTO SERVICE CTR #6645	13872 SW 88TH ST	MIAMI	FL	33186	(305) 387-0128	X	X				
GOODYEAR AUTO SERVICE CTR #6671	10600 N KENDALL DR	MIAMI	FL	33176	(305) 595-1545	X	X				
MARTINO TIRE	1850 ALTON RD	MIAMI BEACH	FL	33139	(305) 532-4807	X	X				SULEMAN DAUD-MGR
FLORIDA FINE CARS	21151 NW 2ND AVE	MIAMI GARDENS	FL	33169	(305) 384-6400	X	X				AMIR AZARPAD - PRESIDENT
KAUFFMAN TIRE/TALAHASSEE	695 COMMERCE BLVD	MIDWAY	FL	32343	(850) 224-8473			X			MARK KAUFFMAN-PRESIDENT

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MIDWAY TIRE	1505 COMMERCE BLVD	MIDWAY	FL	32343	(850) 580-4010	X	X	X	X		STEVE STAFFORD-PRESIDENT
COMMERCIAL TRUCK & TIRE LLC	9218 HWY 875	MILTON	FL	32583	(850) 623-0940			X			DAVID WAGNER
EAGLE TIRE AND SERVICE	6425 HWY 90 W	MILTON	FL	32570	(850) 623-2236	X	X	X	X		JAMES R CONDREN
CAPITOL CITY TRAVEL CENTER INC	2716 GAMBLE RD	MONTECELLO	FL	32344	(850) 997-3538			X			ARUN K KUNDRA - PRESIDENT
MC GEE TIRE STORES INC	6867 N CHURCH AVE HWY 37	MULBERRY	FL	33860	(863) 644-7700	X	X	X			MIKE MCGEE-PRES
THE TIRE CHOICE	13020 LINVINGTON ROAD	NAPLES	FL	34105	(585) 647-6400	X	X				
THE TIRE CHOICE	2800 IMMOKALEE ROAD	NAPLES	FL	34110	(585) 647-6400	X	X				
COLLIER CAR CARE CENTER	806 111TH AVENUE NORTH	NAPLES	FL	34108	(239) 594-1010	X	X				ROBERT LLEWELLYN
COLLIER CAR CARE CENTER	6220 COLLIER BLVD	NAPLES	FL	34114	(239) 793-7117	X	X				ROBERT LLEWELLYN
COLLIER TIRE COMMERCIAL CENTER	3906 EXCHANGE AVE	NAPLES	FL	34104	(239) 643-7676			X	X		CHUCK WAGNER-OWNER
GOODYEAR AUTO SERVICE CTR #6652	14275 COLLIER BLVD	NAPLES	FL	34119-9589	(239) 348-3537	X	X				
GOODYEAR AUTO SERVICE CTR #6656	2085 EAST TAMiami TRAIL	NAPLES	FL	34112	(239) 774-4443	X	X				
GOODYEAR AUTO SERVICE CTR #2250	8460 NAVARRE PKWY	NAVARRE	FL	32566	(850) 936-1200	X	X				
THE TIRE CHOICE	4710 ROWAN ROAD	NEW PORT RICHEY	FL	34653	(585) 647-6400	X	X				
KAUFFMAN TIRE/LITTLE ROAD	5444 LITTLE RD	NEW PORT RICHEY	FL	34655	(727) 753-0017	X	X	X			MARK KAUFFMAN-PRESIDENT
GOODYEAR TIRE CENTER 1945	5038 US HWY 19	NEW PORT RICHEY	FL	34652-3942	(727) 849-7516	X	X				ROBERT W HOWLEY
TAYLOR TIRE AND SERVICE CENTER INC	4029 LITTLE RD	NEW PORT RICHEY	FL	34653	(727) 376-8888	X	X				MARK TAYLOR-PRES
HILL BROTHERS	623 N DIXIE FREEWAY	NEW SMYRNA BEACH	FL	32168	(386) 428-2741	X	X				BRIAN CARTER
MCGEE AUTO SERVICE & TIRES	1445 S DIXIE FREEWAY	NEW SMYRNA BEACH	FL	32168	(386) 428-5784	X	X	X			MIKE MCGEE-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2249	1056 JOHN SIMS PKWY	NICEVILLE	FL	32578	(850) 678-2522	X	X				
GOODYEAR AUTO SERVICE CTR #2556	12850 WEST DIXIE HWY	NORTH MIAMI	FL	33161	(305) 891-4648	X	X				
GOODYEAR AUTO SERVICE CTR #6654	532 N LAKE BLVD	NORTH PALM BEACH	FL	33408	(561) 848-2544	X	X				
THE TIRE CHOICE	4480 AIDAN LANE	NORTH PORT	FL	34287	(585) 647-6400	X	X				
BUCK'S MASTER CAR CARE	12145 TAMiami TRAIL	NORTH PORT	FL	34287	(941) 426-3242	X	X				MARTIN BUCK-PRESIDENT
THE TIRE CHOICE	1210 E COMMERCIAL BLVD	OAKLAND PARK	FL	33334	(585) 647-6400	X	X				
ADVANCED TIRE SERVICE	2418 E SILVER SPRINGS BLVD	OCALA	FL	34470	(352) 236-8825	X	X				JEFF GUINN - OWNER
CHRISTENSEN ENTERPRISES INC	4949 W STATE RD 40	OCALA	FL	34482	(321) 201-5105	X	X	X			FRED CHRISTENSEN
TEE PEE TIRE	10800 SW 91ST AVE	OCALA	FL	34481	(352) 237-5599	X	X				D TERRY PERZY - PRESIDENT
TEE PEE TIRE	2040 N PINE AVE	OCALA	FL	34475	(352) 622-0075	X	X				D TERRY PERZY - PRESIDENT
WINGFOOT COMMERCIAL TIRE	1120 SW 12TH ST	OCALA	FL	34471	(352) 351-3360			X	X		
TOWN TIRE AUTO SERVICE CENTER	2355 S W COLLEGE ROAD	OCALA	FL	34474	(352) 732-7373	X	X				GE TURBYFILL JR-PRESIDENT
CRAWFORD TIRE SERVICE INC	110 TAYLOR STREET	OCOEEE	FL	34761	(407) 656-4575	X	X				GARY CRAWFORD - PRESIDENT
ACTION-GATOR TIRE	11203 W COLONIAL DR	OCOEEE	FL	34761	(407) 877-0445	X	X				FRED CHRISTENSEN-PRES
GOODYEAR AUTO SERVICE CTR #2424	16006 STATE RD 54	ODESSA	FL	33556	(813) 926-8485	X	X				
TIRE ZONE OF OKEECHOBEE	1815 S PARROT AVE	OKEECHOBEE	FL	34974	(863) 763-3308	X	X				MARY MCCORMACK - PRESIDENT
TOTAL ROADSIDE SERVICE INC	3176 HIGHWAY 710 EAST	OKEECHOBEE	FL	34974	(863) 634-6839	X	X	X			JEREMY LARUE-OWNER
LEONE TIRE AND AUTO	3826 TAMPA RD	OLDSMAR	FL	34677	(813) 818-7669	X	X				MIKE LEONE-PRESIDENT
ALL STARZ TIRE & AUTO	369 BLANDING BLVD	ORANGE PARK	FL	32073	(904) 579-3041	X	X				DAVID BROWN - MANAGER
GOODYEAR AUTO SERVICE CTR #2443	1615 WELLS ROAD	ORANGE PARK	FL	32073	(904) 269-9700	X	X				
GOODYEAR AUTO SERVICE CTR #2444	1585-A ISLAND LANE	ORANGE PARK	FL	32003	(904) 215-3711	X	X				
FL TIRES AUTO CARE	215 S KIRKMAN RD	ORLANDO	FL	32811	(407) 900-2707	X	X				RICARDO E ALVAREZ
ACTION GATOR TIRE	300 S ALAFAYA TRAIL	ORLANDO	FL	32828	(407) 275-7172	X	X				FRED CHRISTENSEN-PRESIDENT
ACTION-GATOR TIRE	1717 LEE ROAD	ORLANDO	FL	32810	(407) 299-1900	X	X				
ACTION-GATOR TIRE #6	4401 S ORANGE BLOSSOM TR	ORLANDO	FL	32839	(407) 425-9026	X	X		X		FRED CHRISTENSEN
ACTION-GATOR TIRE	4111 N JOHN YOUNG PARKWAY	ORLANDO	FL	32804	(407) 295-3535			X			FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE #22	11231 S ORANGE BLOSSOM TRL	ORLANDO	FL	32837	(407) 851-6300	X	X				FRED CHRISTENSEN-PRES
KAUFFMAN TIRE/ORLANDO	7482 PRESIDENTS DR	ORLANDO	FL	32809	(407) 841-3325			X			JOHN KAUFFMAN
WINGFOOT COMMERCIAL TIRE	971 TAFT VINELAND RD	ORLANDO	FL	32824	(407) 855-1182			X	X		
ACTION GATOR TIRE - WAREHOUSE	333 333 THORPE RD	ORLANDO	FL	32824	(407) 816-8143			X			FRED CHRISTENSEN
ACTION GATOR TIRE #18	4698 S ORANGE AVE	ORLANDO	FL	32806	(407) 850-1050	X	X				FRED CHRISTENSEN
CAR CARE CTR AT DISNEY WORLD	333 THORPE ROAD	ORLANDO	FL	32824	(407) 824-0976	X	X				FRED CHRISTENSEN-PRES
GOODYEAR AUTO SERVICE CTR #2435	447 S GOLDENROD RD	ORLANDO	FL	32822	(407) 249-0037	X	X				
GOODYEAR AUTO SERVICE CTR #2437	8265 S JOHN YOUNG PARKWAY	ORLANDO	FL	32819-9023	(407) 354-4422	X	X				
GOODYEAR AUTO SERVICE CTR #2456	601 N BUMBY AVE	ORLANDO	FL	32803	(407) 894-0511	X	X				
GOODYEAR AUTO SERVICE CTR #2466	2575 W COLONIAL DR	ORLANDO	FL	32804	(407) 295-0732	X	X				
AA ACCURATE TRK & TIRE REPR	1644 N US HWY 1	ORMOND BEACH	FL	32174	(386) 615-0036			X			JAMES PASCARELLI III
ACTION-GATOR TIRE #17	1330 ALAFAYA TRAIL	OVIDO	FL	32765	(407) 365-3400	X	X				FRED CHRISTENSEN
ST JOHNS SUPER SERVICE CENTER INC	608 REID ST	PALATKA	FL	32177	(386) 328-9231	X	X	X			WILLIAM DILLARD-PRESIDENT
GATTO'S TIRE & AUTO SERVICE	1103 MALABAR RD	PALM BAY	FL	32907	(321) 953-6008	X	X				MIKE GATTO-CHAIRMAN
CERTIFIED TIRE	995 S MARTIN DOWNS BLVD	PALM CITY	FL	34990	(772) 324-9145	X	X				SCOTT WATSON - PRESIDENT
A K TIRE INC	5814 SR 100	PALM COAST	FL	32135	(386) 437-0888	X	X				ANTHONY J KARAS-OWNER
THE TIRE CHOICE	30780 US 19 N	PALM HARBOR	FL	34684	(585) 647-6400	X	X				
ALFORD TIRE CENTER	180 NORTH TYNDALL PARKWAY	PANAMA CITY	FL	32404	(850) 763-7339	X	X		X		CHARLES ALFORD-OWNER
GOODYEAR AUTO SERVICE CTR #2227	1001 W 15TH ST	PANAMA CITY	FL	32401	(850) 763-4651	X	X				

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PARKWAY TIRE & SERVICE	1810 THOMAS DR	PANAMA CITY BEACH	FL	32408	(850) 230-2355	X	X				ROGER SLOAN-PRESIDENT
R&R REPAIRS AND SVC INC	6861 SW 196TH AVE #101-102	PEMBROKE PINES	FL	33332	(954) 358-0568	X	X				RICARDO GONZALEZ - OWNER
GOODYEAR AUTO SERVICE CTR #6623	300 NW 172ND AVE	PEMBROKE PINES	FL	33029-3197	(954) 436-3661	X	X				
GOODYEAR AUTO SERVICE CTR #6663	8301 PINES BLVD	PEMBROKE PINES	FL	33024	(954) 435-1383	X	X				
QUALITY AUTOMOTIVE TIRE & SERVICE CENTER	37 EAST NINE MILE RD	PENSACOLA	FL	32534	(850) 332-6810	X	X				JAMES CORY WOOD - PRESIDENT
EXPERT TUNE	470 E NINE MILE RD	PENSACOLA	FL	32514	(850) 477-5044	X	X				JAMES CONDREN-PRESIDENT
VANNOY'S TIRE	2252 W MICHIGAN AVE	PENSACOLA	FL	32526-2379	(850) 477-0209	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRES	126 E NINE MILE RD	PENSACOLA	FL	32534	(850) 476-2507	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRES	6113 N NINTH AVE	PENSACOLA	FL	32504	(850) 477-0209	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRE	1249 N NEW WARRINGTON RD	PENSACOLA	FL	32506	(850) 455-5492	X	X				JEFF VANNOY - OWNER/PRESIDENT
MCGEE AUTO SERVICE & TIRES	7511 49TH ST N	PINELLAS PARK	FL	33781	(727) 548-0779	X	X	X			MIKE MCGEE-PRESIDENT
MCGEE TIRE STORE	2102 JIM REDMAN PARKWAY	PLANT CITY	FL	33566-7139	(813) 754-8473	X	X	X			JOHN MCGEE
PLANTATION TIRE	1401 SOUTH UNIVERSITY DR	PLANTATION	FL	33324	(954) 476-1250	X	X				FRED CHRISTENSEN-PRESIDENT
CHRISTENSEN ENTERPRISES SOUTH	2301 N FEDERAL HWY	POMPAÑO BEACH	FL	33062	(954) 942-2220	X	X				FRED CHRISTENSEN-PRESIDENT
POMPAÑO OK TIRES INC	3381 N DIXIE HWY	POMPAÑO BEACH	FL	33064	(954) 781-8220	X	X				LOUIS MIRANDA-PRES
TOTAL TIRE & SERVICE	5120 S CLYDE MORRIS BLVD	PORT ORANGE	FL	32127	(386) 761-0010	X	X				JAMES RUSSELL - PRESIDENT
MCGEE AUTO SERVICE & TIRES	6135 SALT SPRINGS RD	PORT RICHEY	FL	34668	(727) 846-8844	X	X	X			MIKE MCGEE-PRESIDENT
BAYSHORE TIRE & SVC CTR LLC	1820 SW BAYSHORE BLVD	PORT SAINT LUCIE	FL	34984	(772) 871-1111	X	X				ALFRED HELENSKI JR
GOODYEAR AUTO SERVICE CTR #2521	10475 SO FEDERAL HWY	PORT SAINT LUCIE	FL	34952	(772) 398-9052	X	X				
THE TIRE CHOICE	250 NW CASHMERE BLVD	PORT ST LUCIE	FL	34986	(585) 647-6400	X	X				
THE TIRE CHOICE	2010 SW BAYSHORE BLVD	PORT ST LUCIE	FL	34984	(585) 647-6400	X	X				
GOODYEAR AUTO SERVICE CTR #6673	3225 S TAMiami TRAIL	PUNTA GORDA	FL	33950	(941) 639-1186	X	X				
GOODYEAR AUTO SERVICE CTR #2438	13360 SOUTH US HWY 301	RIVERVIEW	FL	33578	(813) 677-1794	X	X				
THE TIRE CHOICE	10742 BIG BEND ROAD	RIVERVIEW	FL	33579	(585) 647-6400	X	X				
MARTINO TIRE	1213-1 NORTH STATE ROAD 7	ROYAL PALM BEACH	FL	33411	(305) 382-3400	X	X				SULEMAN DAUD-MGR
GOODYEAR AUTO SERVICE CTR #6668	11451 SOUTHERN BLVD	ROYAL PALM BEACH	FL	33411	(561) 793-1115	X	X				
RAYS TIRE & SERVICE CENTER INC	2330 DOBBS RD	SAINT AUGUSTINE	FL	32086	(904) 810-5889			X	X		DEAN PERRY-OWNER
RAY'S TIRE & SERVICE INC.	1375 US HWY 1 SOUTH	SAINT AUGUSTINE	FL	32084	(904) 829-6418	X	X				RAY USHER, SECY TREAS
GOODYEAR AUTO SERVICE CTR #2449	512 W GEOFFREY ST	SAINT AUGUSTINE	FL	32086	(904) 825-1229	X	X				
ACTION-GATOR TIRE #25	4550 13TH ST	SAINT CLOUD	FL	34769	(407) 891-5790	X	X				FRED CHRISTENSEN
BOB LEES INC	1631 4TH ST N	SAINT PETERSBURG	FL	33704-4399	(727) 822-3981	X	X	X			R E LEE, JR
MCGEE AUTO SERVICE & TIRES	456 M L KING ST N	SAINT PETERSBURG	FL	33705	(727) 898-8818	X	X	X			MIKE MCGEE-PRESIDENT
BOB LEES INC	2360 25TH STREET NORTH	SAINT PETERSBURG	FL	33713	(727) 822-3981	X	X				BOB LEE
A OK TIRE MART	1215 S FRENCH AVE	SANFORD	FL	32771	(407) 330-3588	X	X	X			D GLEN WILLIAMS-OWNER
ACTION-GATOR TIRE	4151 W 1ST ST	SANFORD	FL	32771	(407) 322-6399	X	X	X			FRED CHRISTENSEN-PRES
LANNING TIRE SALES INC	4502 MARIOTTI CT	SARASOTA	FL	34233	(941) 923-3868			X			STEPHEN R LANNING
THE TIRE CHOICE	5837 DEREK AVENUE	SARASOTA	FL	34238	(585) 647-6400	X	X				
ACTION GATOR TIRE	1324 N WASHINGTON	SARASOTA	FL	34236	(407) 888-2929	X	X				FRED CHRISTENSEN
GOODYEAR AUTO SERVICE CTR #2451	3481 CATTLEMAN BLVD	SARASOTA	FL	34232	(941) 377-8775	X	X				
GOODYEAR AUTO SERVICE CTR #2574	5785 BENEVA RD	SARASOTA	FL	34233	(941) 923-3364	X	X				
TA TAMPA #158	11706 TAMPA GATEWAY BLVD	SEFFNER	FL	33584	(813) 262-1560			X			
FRED RUBLE, INC.	8150 SEMINOLE BLVD	SEMINOLE	FL	33772	(727) 393-5411	X	X				DWAYNE & LISA SNODGRASS-OWNERS
GOODYEAR AUTO SERVICE CTR #6622	4699 SW VOLUNTEER RD	SOUTHWEST RANCHES	FL	33330	(954) 434-2370	X	X				
THE TIRE CHOICE	4295 SE FEDERAL HWY BLD B	STUART	FL	34997	(585) 647-6400	X	X				
GOODYEAR AUTO SERVICE CTR #6657	1955 SE FEDERAL HWY	STUART	FL	34994	(772) 286-8550	X	X				
MARTINO TIRE	7710 W OAKLAND PARK BLVD	SUNRISE	FL	33351	(954) 513-4777	X	X				MINOO MEHTA - GENERAL MGR
SAWGRASS TIRE CENTER	1751 NW 136TH AVE	SUNRISE	FL	33323	(954) 846-8704	X	X				FRED CHRISTENSEN-PRESIDENT
TIRE TOWN AUTO REPAIR	3206 APALACHEE PKWY	TALLAHASSEE	FL	32311	(850) 656-8473	X	X				MARK BLICKENDERFER - OWNER
MCGEE TIRE STORE	2400 CAPTIAL CIRCLE NE	TALLAHASSEE	FL	32308	(850) 386-8473	X	X	X			MIKE MC GEE
NEECE TIRE & AUTO SERVICE INC	4792 BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304	(850) 574-4100	X	X	X			JACK NEECE-PRES
THE TIRE CHOICE	7011 NW 88TH AVENUE	TAMARAC	FL	33321	(585) 647-6400	X	X				
THE TIRE CHOICE	6852 N UNIVERSITY DRIVE	TAMARAC	FL	33321	(585) 647-6400	X	X				
GOLD COAST TIRE OF TAMARAC	6852 N UNIVERSITY DR	TAMARAC	FL	33321	(954) 721-4700	X	X				LLOYD ORETSKY-PRES
THE TIRE CHOICE	12705 N DALE MABRY HIGHWAY	TAMPA	FL	33618	(585) 647-6400	X	X				
THE TIRE CHOICE	3603 S DALE MABRY HWY	TAMPA	FL	33629	(585) 647-6400	X	X				
THE TIRE CHOICE	20687 BRUCE B DOWNS BLVD	TAMPA	FL	33647	(585) 647-6400	X	X				
THE TIRE CHOICE	13006 RACE TRACK RD	TAMPA	FL	33626	(585) 647-6400	X	X				
MCGEE TIRE	14324 N DALE MABRY HWY	TAMPA	FL	33618	(813) 968-2657	X	X	X			MIKE MCGEE-PRESIDENT
MCGEE TIRE	601 MORGAN ST	TAMPA	FL	33602	(813) 273-0988	X	X	X			MIKE MCGEE-PRESIDENT
MCGEE TIRE	8490 SHELDON RD	TAMPA	FL	33615	(813) 888-5388	X	X	X			MIKE MCGEE-PRESIDENT
TAMBAY TIRE PLAZA	7659 W HILLSBOROUGH AVE	TAMPA	FL	33615-4105	(904) 265-5488	X	X				JAS W KLING
KAUFFMAN TIRE/TAMPA	2409 E SECOND AVENUE	TAMPA	FL	33605	(813) 247-5855			X			
MCGEE TIRE STORES INC	6204 E HILLSBOROUGH AVE	TAMPA	FL	33610	(813) 623-5600	X	X	X	X		MIKE MCGEE-PRES
BRAZZEAL TIRE AND SERVICE CENTER	5002 W KENNEDY BLVD	TAMPA	FL	33609-1804	(813) 877-9155	X	X				CHARLIE D BRAZZEAL SR

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WINGFOOT COMMERCIAL TIRE	1325 MASSARO BLVD	TAMPA	FL	33619	(813) 621-5891			X	X		
KAUFFMAN TIRE/ TOWN & COUNTRY	5660 W WATERS AVENUE	TAMPA	FL	33634	(813) 806-5765	X	X	X			JOHN KAUFFMAN-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2428	3813 S DALE MABRY HWY	TAMPA	FL	33611	(813) 831-1891	X	X				
GOODYEAR AUTO SERVICE CTR #2430	904 E TARPON AVE	TARPON SPRINGS	FL	34689	(727) 937-4179	X	X				
LAKE TIRE & AUTO INC	812 W BURLEIGH BLVD	TAVARES	FL	32778	(352) 343-0041	X	X				RALPH SMITH-PRES
SHILOH TIRE & LUBE	91825 OVERSEAS HWY	TAVERNIER	FL	33070	(305) 852-3225	X	X				DAN FORSYTHE - PRESIDENT
VIC'S AUTO TECH	90575 OLD HIGHWAY	TAVERNIER	FL	33070	(305) 852-5098	X	X				VICTOR WEST-PRESIDENT
MCGEE TIRE	9240 N 56TH ST	TEMPLE TERRACE	FL	33617	(813) 988-4191	X	X	X			MIKE MCGEE-PRESIDENT
THE TIRE CHOICE	280 COLONY BLVD	THE VILLAGES	FL	32162	(585) 647-6400	X	X				
THE TIRE CHOICE	45 LAGRANDE BLVD	THE VILLAGES	FL	32159	(585) 647-6400	X	X				
THE TIRE CHOICE	3949 WEDGEWOOD LANE	THE VILLAGES	FL	32162	(585) 647-6400	X	X				
LOVE'S TIRE AND SERVICE CENTER	1701 HIGHWAY 60 EAST	VALRICO	FL	33594	(813) 661-3955	X	X				SCOTT L LOVE-PRES
LONG TIRE AND AUTO	3523 BELL SHOALS RD	VALRICO	FL	33594-6141	(813) 651-9585	X	X				D C LONG
THE TIRE CHOICE	4060 S TAMiami TRAIL	VENICE	FL	34293	(585) 647-6400	X	X				
MCGEE TIRE STORES	1908 S TAMiami TRAIL	VENICE	FL	34293	(941) 408-1717	X	X	X			MIKE MCGEE
TA VERO BEACH #197	8909 20TH ST	VERO BEACH	FL	32966	(772) 562-1791			X			
GOODYEAR AUTO SERVICE CTR #6626	1920 58TH AVE	VERO BEACH	FL	32966-4617	(772) 562-4654	X	X				
GOODYEAR AUTO SERVICE CTR #6658	755 21ST ST	VERO BEACH	FL	32960	(772) 567-1174	X	X				
GATTO'S TIRE & AUTO SERVICE	7205 DOLINA COURT	VIERA	FL	32940	(321) 308-2468	X	X				MV GATTO-PRES
CRUSING GOLD	195 DIKE RD	WEST MELBOURNE	FL	32904	(321) 676-0023	X	X				PHYLLIS COLLINS-PRESIDENT
THE TIRE CHOICE	7800 W OKEECHOBEE BLVD	WEST PALM BEACH	FL	33411	(585) 647-6400	X	X				
THE TIRE CHOICE	1118 N DIXIE HIGHWAY	WEST PALM BEACH	FL	33401	(585) 647-6400	X	X				
MARTINO TIRE	751 S CONGRESS AVE	WEST PALM BEACH	FL	33406	(561) 683-0535	X	X	X			SULEMAN DAUD-MGR
LUCYS TIRE/FALCON TIRE-WPB	766 PIKE RD	WEST PALM BEACH	FL	33411	(305) 593-2028			X			JOSE RIOS-PRESIDENT
PALMIS TIRE & AUTO CENTER	2770 N MILITARY TRAIL	WEST PALM BEACH	FL	33409-2913	(561) 684-6903	X	X	X			PEDRO HERNANDEZ-OWNER
PALMIS TIRE & AUTO CENTER	3110 W 45TH ST	WEST PALM BEACH	FL	33407	(561) 471-8848	X	X				PETE HERNANDEZ-OWNER
GOODYEAR AUTO SERVICE CTR #6649	515 S DIXIE HWY	WEST PALM BEACH	FL	33401	(561) 832-4181	X	X				
WESTON TIRE & AUTO	15740 STATE RD 84	WESTON	FL	33326	(954) 384-8473	X	X				ANGEL GARCIA LAMAS
ADVENTURE TIRES LLC	2629 WESTON ROAD	WESTON	FL	33331	(954) 385-8696	X	X				GIUSEPPE SIRIGNANO
WILDWOOD TIRE CO	200 GULF TO ATLANTIC HWY	WILDWOOD	FL	34785	(352) 748-1739	X	X				JACK HATCHER
TA WILDWOOD #53	I-75 AND ROUTE 44 EXIT 66	WILDWOOD	FL	34785	(352) 748-2501			X			
MCGEE TIRE STORES INC	1803 3RD ST SW	WINTER HAVEN	FL	33880	(863) 401-8473	X	X	X			MIKE MCGEE-PRES
GOODYEAR AUTO SERVICE CTR #2442	6975 CYPRESS GARDENS BLVD	WINTER HAVEN	FL	33884-3519	(863) 875-1760	X	X				
ACTION GATOR TIRE #21	1070 W FAIRBANKS AVE	WINTER PARK	FL	32789	(407) 599-4777	X	X				FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE	2040 STATE ROAD 436	WINTER PARK	FL	32792	(407) 677-7703	X	X				
GOODYEAR AUTO SERVICE CTR #2523	5535 RED BUG LAKE RD	WINTER SPRINGS	FL	32708	(407) 699-5141	X	X				
FIRST CHOICE CAR CARE	463670 SR 200	YULEE	FL	32097	(904) 225-2775	X	X	X			MICHAEL BURDETT-OWNER
MCGEE TIRE STORE	7010 GALL BLVD	ZEPPHYRHILLS	FL	33541-1347	(813) 782-5318	X	X	X	X		MICHAEL MCGEE



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 **J.A. TIRE & SERVICE, INC. d/b/a TOTAL TIRE & SERVICE** ("Contractor"), a Florida corporation, whose principal address is 5120 Clyde Morris Boulevard, Port Orange, Florida 32127 (collectively "the Parties").

WHEREAS, on the 1st day of March, 2015, Contractor entered into Contract with the Florida Sheriffs Association ("FSA"), pursuant to Bid No. 15/17-07-0220 (the "FSA Agreement"); and

WHEREAS, the FSA Agreement provides for a term commencing on March 1, 2015 and continuing until February 28, 2017; and

WHEREAS, the Contractor has the right to submit updated pricing for the second 12 month period under this agreement upon written agreement of the Parties; and

WHEREAS, the agreement can be extended for an additional two (2) years , on a year to year basis, and can be adjusted due to increases or decreases on the Consumer Price Index upon written agreement of the Parties; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the FSA Agreement for the purchase of tires and related services by the City of Port Orange; and

WHEREAS, a copy of Bid No. 15/17-07-0220 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, 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 February 28, 2017 (the "Initial Term").
2. Renewals. This Contract may be renewed for an additional two years, on a year to year basis upon written agreement of the Parties.
3. Contractor Obligation. Contractor shall provide the City of Port Orange with tires and related services more specifically described in the FSA Bid No. 15/17-07-0220, attached hereto as Exhibit "1".
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 Purchase Order(s) issued and executed by the City. 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 Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) 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 Administration. Branford N. Adumuah, Director of Public Works 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>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
	<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

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

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. Inspection

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

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

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

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

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

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

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

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

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

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

24. Controlling Law. **THIS 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.

25. Additional Provisions

(a) As may have been outlined in the Volusia 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 Volusia County Agreement to "County of Volusia", shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Volusia County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: J.A. Tire & Service, Inc. d/b/a Total Tire & Service
Attention: James Russell, President
5120 Clyde Morris Boulevard
Port Orange, Florida 32127
(386) 761-0010 – Telephone

1032 River Road
White Oak, North Carolina 28399

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

28. Contract Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery

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

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

Witnesses:

J.A. TIRE & SERVICE, INC. d/b/a TOTAL TIRE & SERVICE

Printed Name: _____

By: _____
James Russell, 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: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by James Russell, as President of J.A. Tire & Service, Inc. d/b/a Total Tire & Service, a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
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 4987]

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/CONTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LI	TBR	OTR	AG	CONTACT
PARKWAY TIRE & SERVICE	1810 THOMAS DR	PANAMA CITY BEACH	FL	32408	(850) 230-2355	X					ROGER SLOAN-PRESIDENT
R&R REPAIRS AND SVC INC	6861 SW 196TH AVE #101-102	PEMBROKE PINES	FL	33332	(954) 358-0568	X					RICARDO GONZALEZ - OWNER
GOODYEAR AUTO SERVICE CTR #6623	300 NW 172ND AVE	PEMBROKE PINES	FL	33029-3197	(954) 436-3661	X					
GOODYEAR AUTO SERVICE CTR #6663	8301 PINES BLVD	PEMBROKE PINES	FL	33024	(954) 435-1383	X					
QUALITY AUTOMOTIVE TIRE & SERVICE CENTER	37 EAST NINE MILE RD	PENSACOLA	FL	32534	(850) 332-6810	X					JAMES CORY WOOD - PRESIDENT
EXPERT TUNE	470 E NINE MILE RD	PENSACOLA	FL	32514	(850) 477-5044	X					JAMES CONDREN-PRESIDENT
VANNOY'S TIRE	2252 W MICHIGAN AVE	PENSACOLA	FL	32534	(850) 476-2507	X					JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRES	126 E NINE MILE RD	PENSACOLA	FL	32504	(850) 477-0209	X					JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRE	1249 N NEW WARRINGTON RD	PENSACOLA	FL	32506	(850) 455-5492	X					JEFF VANNOY - OWNER/PRESIDENT
MC GEE TIRE & TIRES	7511 49TH ST N	PINELLAS PARK	FL	33781	(727) 548-0779	X					JEFF VANNOY - OWNER/PRESIDENT
MC GEE TIRE STORE	2102 JIM REDMAN PARKWAY	PLANT CITY	FL	33566-7139	(813) 754-8473	X					JOHN MC GEE
PLANTATION TIRE	1401 SOUTH UNIVERSITY DR	PLANTATION	FL	33324	(954) 476-1250	X					FRED CHRISTENSEN-PRESIDENT
CHRISTENSEN ENTERPRISES SOUTH	2301 N FEDERAL HWY	POMPAHO BEACH	FL	33062	(954) 942-2220	X					FRED CHRISTENSEN-PRESIDENT
POMPAHO OK TIRES INC	3381 N DIXIE HWY	POMPAHO BEACH	FL	33064	(954) 781-8220	X					LOUIS MIRANDA-PRES
TOTAL TIRE & SERVICE	5120 S CLYDE MORRIS BLVD	PORT ORANGE	FL	32127	(386) 761-0010	X					JAMES RUSSELL - PRESIDENT
MC GEE AUTO SERVICE & TIRES	6135 SALT SPRINGS RD	PORT RICHEY	FL	34668	(727) 846-8844	X					MIKE MC GEE-PRESIDENT
BAYSHORE TIRE & SVC CTR LLC	1820 SW BAYSHORE BLVD	PORT SAINT LUCIE	FL	34984	(772) 871-1111	X					ALFRED HELENSKI JR
GOODYEAR AUTO SERVICE CTR #2521	10475 SO FEDERAL HWY	PORT SAINT LUCIE	FL	34952	(772) 398-9052	X					
THE TIRE CHOICE	250 NW CASHMERE BLVD	PORT ST LUCIE	FL	34986	(888) 647-6400	X					
THE TIRE CHOICE	2010 SW BAYSHORE BLVD	PORT ST LUCIE	FL	34984	(888) 647-6400	X					
GOODYEAR AUTO SERVICE CTR #6673	3225 S TAMAMI TRAIL	PUNTA GORDA	FL	33950	(941) 639-1186	X					
GOODYEAR AUTO SERVICE CTR #2438	13360 SOUTH US HWY 301	RIVERVIEW	FL	33578	(813) 677-1794	X					
MARTINO TIRE	10742 BIG BEND ROAD	RIVERVIEW	FL	33579	(888) 647-6400	X					
GOODYEAR AUTO SERVICE CTR #6668	1213-1 NORTH STATE ROAD 7	ROYAL PALM BEACH	FL	33411	(561) 647-6400	X					SULEMAN DAUD-MGR
RAYS TIRE & SERVICE CENTER INC	11451 SOUTHERN BLVD	ROYAL PALM BEACH	FL	33411	(561) 793-1115	X					
RAY'S TIRE & SERVICE INC	2330 DOBBS RD	SAINT AUGUSTINE	FL	32086	(904) 810-5889	X					DEAN PERRY-OWNER
GOODYEAR AUTO SERVICE CTR #2449	1375 US HWY 1 SOUTH	SAINT AUGUSTINE	FL	32084	(904) 829-6418	X					RAY USHER SECY TREAS
ACTION-GATOR TIRE #25	512 W GEOFFREY ST	SAINT AUGUSTINE	FL	32086	(904) 825-1229	X					
BOB LEES INC	4550 13TH ST	SAINT CLOUD	FL	34769	(407) 891-5780	X					FRED CHRISTENSEN
MC GEE AUTO SERVICE & TIRES	1631 4TH ST N	SAINT PETERSBURG	FL	33704-4399	(727) 822-3981	X					R E LEE JR
BOB LEES INC	456 M L KING ST N	SAINT PETERSBURG	FL	33705	(727) 898-8818	X					MIKE MC GEE-PRESIDENT
A OK TIRE MART	2360 25TH STREET NORTH	SAINT PETERSBURG	FL	33713	(727) 822-3981	X					BOB LEE
ACTION-GATOR TIRE	4151 W 1ST ST	SANFORD	FL	32771	(407) 330-3588	X					D GLEN WILLIAMS-OWNER
LANNING TIRE SALES INC	4502 MARIOTT CT	SARASOTA	FL	32771	(407) 322-6399	X					FRED CHRISTENSEN-PRES
THE TIRE CHOICE	5837 DEREK AVENUE	SARASOTA	FL	34233	(941) 923-3868	X					STEPHEN R LANNING
ACTION GATOR TIRE	1324 N WASHINGTON	SARASOTA	FL	34236	(888) 647-6400	X					
GOODYEAR AUTO SERVICE CTR #2451	3481 CATTLEMAN BLVD	SARASOTA	FL	34236	(407) 888-2929	X					FRED CHRISTENSEN
GOODYEAR AUTO SERVICE CTR #2574	5785 BENEVA RD	SARASOTA	FL	34232	(941) 377-8775	X					
TA TAMPA #188	11708 TAMPA GATEWAY BLVD	SEFFNER	FL	34233	(941) 923-3364	X					
FRED RUBLE, INC.	8150 SEMINOLE BLVD	SEMINOLE	FL	33584	(813) 282-1560	X					DWAYNE & LISA SNODGRASS-OWNERS
GOODYEAR AUTO SERVICE CTR #6622	4699 SW VOLUNTEER RD	SOUTHWEST RANCHES	FL	33372	(727) 393-5411	X					
THE TIRE CHOICE	4295 SE FEDERAL HWY BLD B	STUART	FL	33530	(854) 434-2370	X					
GOODYEAR AUTO SERVICE CTR #6657	1955 SE FEDERAL HWY	STUART	FL	34997	(888) 647-6400	X					
MARTINO TIRE	7710 W OAKLAND PARK BLVD	SUNRISE	FL	33494	(772) 286-8650	X					
SAWGRASS TIRE CENTER	1751 NW 136TH AVE	SUNRISE	FL	33351	(954) 513-4777	X					MINOO MEHTA - GENERAL MGR
TIRE TOWN AUTO REPAIR	3208 APALACHEE PKWY	TALLAHASSEE	FL	32311	(850) 846-8704	X					FRED CHRISTENSEN-PRESIDENT
MC GEE TIRE STORE	2400 CAPITAL CIRCLE NE	TALLAHASSEE	FL	32308	(850) 656-8473	X					MARK BLICKENDERFER - OWNER
NEECE TIRE & AUTO SERVICE INC	4792 BLOUNTSTOWN HWY	TALLAHASSEE	FL	32308	(850) 386-8473	X					MIKE MC GEE
THE TIRE CHOICE	7011 NW 88TH AVENUE	TAMARAC	FL	33321	(850) 574-4100	X					JACK NEECE-PRES
THE TIRE CHOICE	6852 N UNIVERSITY DRIVE	TAMARAC	FL	33321	(888) 647-6400	X					
GOLD COAST TIRE OF TAMARAC	6852 N UNIVERSITY DR	TAMARAC	FL	33321	(888) 647-6400	X					LLOYD ORETSKY-PRES
THE TIRE CHOICE	12705 N DALE MABRY HIGHWAY	TAMPA	FL	33618	(854) 721-4700	X					
THE TIRE CHOICE	3603 S DALE MABRY HWY	TAMPA	FL	33618	(888) 647-6400	X					
THE TIRE CHOICE	20687 BRUCE B DOWNS BLVD	TAMPA	FL	33629	(888) 647-6400	X					
THE TIRE CHOICE	13006 RACE TRACK RD	TAMPA	FL	33626	(888) 647-6400	X					
MC GEE TIRE	14324 N DALE MABRY HWY	TAMPA	FL	33618	(813) 988-2657	X					MIKE MC GEE-PRESIDENT
MC GEE TIRE	601 MORGAN ST	TAMPA	FL	33602	(813) 273-0988	X					MIKE MC GEE-PRESIDENT
MC GEE TIRE	8490 SHELTON RD	TAMPA	FL	33615	(813) 888-5388	X					MIKE MC GEE-PRESIDENT
TAMBATY TIRE PLAZA	7659 W HILLSBOROUGH AVE	TAMPA	FL	33615	(904) 265-5488	X					JAS W KLING
KAUFFMAN TIRE/TAMPA	2409 E SECOND AVENUE	TAMPA	FL	33605	(813) 247-5855	X					
MC GEE TIRE STORES INC	6204 E HILLSBOROUGH AVE	TAMPA	FL	33610	(813) 623-5600	X					MIKE MC GEE-PRES
BRAZZEAL TIRE AND SERVICE CENTER	5002 W KENNEDY BLVD	TAMPA	FL	33608-1804	(813) 877-9155	X					CHARLIE D BRAZZEAL SR

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
Goodyear - Pursuit Tires											
Eagle Ultra Grip GW 2											
P225/60R16	BCS	V SL	147354070	\$ 97.69	\$ 1.00	\$ 2.00	\$ 100.69	\$ 3.00	\$ -	\$ 10.95	\$ 114.64
Eagle Ultra Grip GW 3											
235/50R18	VS	V XL	166041528	\$ 135.20	\$ 1.00	\$ 2.00	\$ 138.20	\$ 3.00	\$ -	\$ 10.95	\$ 152.15
245/55R18	VS	V SL	166042528	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
265/60R17	VS	H SL	166043528	\$ 128.11	\$ 1.00	\$ 2.00	\$ 131.11	\$ 3.00	\$ -	\$ 10.95	\$ 145.06
P235/55R17	VS	V SL	166579530	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40
P225/60R18	VS	V SL	166585530	\$ 126.22	\$ 1.00	\$ 2.00	\$ 129.22	\$ 3.00	\$ -	\$ 10.95	\$ 143.17
Eagle RS-A											
P235/55R17	VS	W SL	732002500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
245/55R18	VS	V SL	732026500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/50R18	VS	W XL	732276500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/55R17	VS	W SL	732297500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
P265/60R17	VS	V SL	732301500	\$ 125.03	\$ 1.00	\$ 2.00	\$ 128.03	\$ 3.00	\$ -	\$ 10.95	\$ 141.98
P225/60R18	VS	W SL	732312500	\$ 125.59	\$ 1.00	\$ 2.00	\$ 128.59	\$ 3.00	\$ -	\$ 10.95	\$ 142.54
P225/60R16	VS	V SL	732354148	\$ 98.00	\$ 1.00	\$ 2.00	\$ 101.00	\$ 3.00	\$ -	\$ 10.95	\$ 114.95
P225/60R16	VS	V SL	732354500	\$ 90.89	\$ 1.00	\$ 2.00	\$ 93.89	\$ 3.00	\$ -	\$ 10.95	\$ 107.84
Goodyear - Passenger Tires											
Eagle F1 Asymmetric All Season											
245/40ZR17	VS	W SL	104037357	\$ 119.64	\$ 1.00	\$ 2.00	\$ 122.64	\$ 3.00	\$ -	\$ 10.95	\$ 136.59
255/40ZR17	VS	W SL	104040357	\$ 112.71	\$ 1.00	\$ 2.00	\$ 115.71	\$ 3.00	\$ -	\$ 10.95	\$ 129.66
245/40ZR19	VS	Y SL	104041357	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
255/40ZR19	VS	Y SL	104086357	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
225/50ZR17	VS	W SL	104090357	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
235/50ZR17	VS	W SL	104091357	\$ 118.38	\$ 1.00	\$ 2.00	\$ 121.38	\$ 3.00	\$ -	\$ 10.95	\$ 135.33
225/45ZR17	VS	W SL	104097357	\$ 98.23	\$ 1.00	\$ 2.00	\$ 101.23	\$ 3.00	\$ -	\$ 10.95	\$ 115.18
245/45ZR18	VS	Y SL	104100357	\$ 132.86	\$ 1.00	\$ 2.00	\$ 135.86	\$ 3.00	\$ -	\$ 10.95	\$ 149.81
245/40ZR18	VS	Y SL	104107357	\$ 138.53	\$ 1.00	\$ 2.00	\$ 141.53	\$ 3.00	\$ -	\$ 10.95	\$ 155.48
245/45ZR17	VS	Y SL	104109357	\$ 113.97	\$ 1.00	\$ 2.00	\$ 116.97	\$ 3.00	\$ -	\$ 10.95	\$ 130.92
205/45ZR17	VS	W XL	104115357	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
255/45ZR18	VS	W SL	104126357	\$ 139.16	\$ 1.00	\$ 2.00	\$ 142.16	\$ 3.00	\$ -	\$ 10.95	\$ 156.11
225/55ZR17	VS	W SL	104129357	\$ 102.01	\$ 1.00	\$ 2.00	\$ 105.01	\$ 3.00	\$ -	\$ 10.95	\$ 118.96
255/35ZR18	VS	Y XL	104135357	\$ 155.53	\$ 1.00	\$ 2.00	\$ 158.53	\$ 3.00	\$ -	\$ 10.95	\$ 172.48
275/40ZR17	VS	W SL	104138357	\$ 125.31	\$ 1.00	\$ 2.00	\$ 128.31	\$ 3.00	\$ -	\$ 10.95	\$ 142.26

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
275/40ZR18	VS	Y SL	104148357	\$ 169.39	\$ 1.00	\$ 2.00	\$ 172.39	\$ 3.00	\$ -	\$ 10.95	\$ 186.34
235/50R18	VS	W SL	104207357	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/40ZR18	VS	Y XL	104225357	\$ 112.08	\$ 1.00	\$ 2.00	\$ 115.08	\$ 3.00	\$ -	\$ 10.95	\$ 129.03
205/55ZR16	VS	W SL	104294357	\$ 84.38	\$ 1.00	\$ 2.00	\$ 87.38	\$ 3.00	\$ -	\$ 10.95	\$ 101.33
275/35ZR18	VS	Y SL	104376357	\$ 159.94	\$ 1.00	\$ 2.00	\$ 162.94	\$ 3.00	\$ -	\$ 10.95	\$ 176.89
275/35ZR20	VS	Y XL	104379357	\$ 188.91	\$ 1.00	\$ 2.00	\$ 191.91	\$ 3.00	\$ -	\$ 10.95	\$ 205.86
285/30ZR19	VS	Y XL	104382357	\$ 190.17	\$ 1.00	\$ 2.00	\$ 193.17	\$ 3.00	\$ -	\$ 10.95	\$ 207.12
255/50ZR19	VS	W XL	104383357	\$ 171.27	\$ 1.00	\$ 2.00	\$ 174.27	\$ 3.00	\$ -	\$ 10.95	\$ 188.22
235/55ZR17	VS	W SL	104434357	\$ 110.82	\$ 1.00	\$ 2.00	\$ 113.82	\$ 3.00	\$ -	\$ 10.95	\$ 127.77
285/35ZR19	VS	Y SL	104545357	\$ 189.54	\$ 1.00	\$ 2.00	\$ 192.54	\$ 3.00	\$ -	\$ 10.95	\$ 206.49
335/40ZR18	VS	Y XL	104619357	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
265/35ZR18	VS	Y XL	104626357	\$ 154.27	\$ 1.00	\$ 2.00	\$ 157.27	\$ 3.00	\$ -	\$ 10.95	\$ 171.22
225/45ZR18	VS	Y XL	104627357	\$ 121.53	\$ 1.00	\$ 2.00	\$ 124.53	\$ 3.00	\$ -	\$ 10.95	\$ 138.48
255/35ZR19	VS	Y XL	104633357	\$ 164.35	\$ 1.00	\$ 2.00	\$ 167.35	\$ 3.00	\$ -	\$ 10.95	\$ 181.30
205/50ZR17	VS	W XL	104711357	\$ 99.49	\$ 1.00	\$ 2.00	\$ 102.49	\$ 3.00	\$ -	\$ 10.95	\$ 116.44
235/35ZR19	VS	Y XL	104727357	\$ 131.60	\$ 1.00	\$ 2.00	\$ 134.60	\$ 3.00	\$ -	\$ 10.95	\$ 148.55
255/40ZR18	VS	Y SL	104732357	\$ 146.09	\$ 1.00	\$ 2.00	\$ 149.09	\$ 3.00	\$ -	\$ 10.95	\$ 163.04
275/35ZR19	VS	Y SL	104734357	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
275/40ZR19	VS	Y SL	104738357	\$ 184.50	\$ 1.00	\$ 2.00	\$ 187.50	\$ 3.00	\$ -	\$ 10.95	\$ 201.45
215/45ZR17	VS	W XL	104945357	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
235/45ZR17	VS	W SL	104946357	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
Eagle F1 Asymmetric NO											
255/45ZR19	BLT	Y SL	784001287	\$ 229.71	\$ 1.00	\$ 2.00	\$ 232.71	\$ 3.00	\$ -	\$ 10.95	\$ 246.66
285/40ZR19	BLT	Y SL	784006287	\$ 267.62	\$ 1.00	\$ 2.00	\$ 270.62	\$ 3.00	\$ -	\$ 10.95	\$ 284.57
255/45R19	BLT	Y XL	784008336	\$ 214.29	\$ 1.00	\$ 2.00	\$ 217.29	\$ 3.00	\$ -	\$ 10.95	\$ 231.24
205/55ZR17	BLT	Y SL	784160287	\$ 166.93	\$ 1.00	\$ 2.00	\$ 169.93	\$ 3.00	\$ -	\$ 10.95	\$ 183.88
235/50ZR17	BLT	Y SL	784162287	\$ 200.31	\$ 1.00	\$ 2.00	\$ 203.31	\$ 3.00	\$ -	\$ 10.95	\$ 217.26
235/35ZR19	BLT	Y SL	784164287	\$ 254.52	\$ 1.00	\$ 2.00	\$ 257.52	\$ 3.00	\$ -	\$ 10.95	\$ 271.47
265/35ZR19	BLT	Y SL	784165287	\$ 271.21	\$ 1.00	\$ 2.00	\$ 274.21	\$ 3.00	\$ -	\$ 10.95	\$ 288.16
Eagle F1 Asymmetric 2											
225/40R19	BLT	Y SL	784044359	\$ 248.73	\$ 1.00	\$ 2.00	\$ 251.73	\$ 3.00	\$ -	\$ 10.95	\$ 265.68
235/40ZR19	BLT	Y SL	784045348	\$ 236.70	\$ 1.00	\$ 2.00	\$ 239.70	\$ 3.00	\$ -	\$ 10.95	\$ 253.65
285/35ZR19	BLT	Y XL	784048348	\$ 277.69	\$ 1.00	\$ 2.00	\$ 280.69	\$ 3.00	\$ -	\$ 10.95	\$ 294.64
255/35R19	BLT	Y SL	784054359	\$ 261.32	\$ 1.00	\$ 2.00	\$ 264.32	\$ 3.00	\$ -	\$ 10.95	\$ 278.27
235/45ZR18	BLT	Y SL	784055348	\$ 227.89	\$ 1.00	\$ 2.00	\$ 230.89	\$ 3.00	\$ -	\$ 10.95	\$ 244.84
265/45ZR18	BLT	Y SL	784066348	\$ 249.55	\$ 1.00	\$ 2.00	\$ 252.55	\$ 3.00	\$ -	\$ 10.95	\$ 266.50
265/40ZR19	BLT	Y SL	784067348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
285/35R19	BLT	Y SL	784075348	\$ 199.48	\$ 1.00	\$ 2.00	\$ 202.48	\$ 3.00	\$ -	\$ 10.95	\$ 216.43
225/40R18	BLT	W XL	784087359	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
295/35ZR19	BLT	Y SL	784093348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58
245/40R20	BLT	Y XL	784117359	\$ 333.73	\$ 1.00	\$ 2.00	\$ 336.73	\$ 3.00	\$ -	\$ 10.95	\$ 350.68
275/35R20	BLT	Y XL	784118359	\$ 340.03	\$ 1.00	\$ 2.00	\$ 343.03	\$ 3.00	\$ -	\$ 10.95	\$ 356.98
245/40R18	BLT	Y XL	784120348	\$ 146.72	\$ 1.00	\$ 2.00	\$ 149.72	\$ 3.00	\$ -	\$ 10.95	\$ 163.67
265/35R18	BLT	Y XL	784121348	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
255/35R19	BLT	Y XL	784122348	\$ 180.09	\$ 1.00	\$ 2.00	\$ 183.09	\$ 3.00	\$ -	\$ 10.95	\$ 197.04
245/40R17	BLT	Y SL	784131348	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
235/45R17	BLT	Y SL	784133348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
245/35R19	BLT	Y XL	784140348	\$ 194.89	\$ 1.00	\$ 2.00	\$ 197.89	\$ 3.00	\$ -	\$ 10.95	\$ 211.84
245/35R19	BLT	Y XL	784140359	\$ 242.43	\$ 1.00	\$ 2.00	\$ 245.43	\$ 3.00	\$ -	\$ 10.95	\$ 259.38
255/35R18	BLT	Y XL	784143348	\$ 167.50	\$ 1.00	\$ 2.00	\$ 170.50	\$ 3.00	\$ -	\$ 10.95	\$ 184.45
225/45R17	BLT	Y XL	784155348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
235/45R17	BLT	Y XL	784159348	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
225/40R18	BLT	Y XL	784163348	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/45R17	BLT	Y SL	784166348	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
235/50R18	BLT	W XL	784168348	\$ 141.05	\$ 1.00	\$ 2.00	\$ 144.05	\$ 3.00	\$ -	\$ 10.95	\$ 158.00
225/40R19	BLT	Y XL	784182359	\$ 236.13	\$ 1.00	\$ 2.00	\$ 239.13	\$ 3.00	\$ -	\$ 10.95	\$ 253.08
235/35ZR20	BLT	Y SL	784194348	\$ 214.09	\$ 1.00	\$ 2.00	\$ 217.09	\$ 3.00	\$ -	\$ 10.95	\$ 231.04
265/35ZR20	BLT	Y SL	784204348	\$ 255.02	\$ 1.00	\$ 2.00	\$ 258.02	\$ 3.00	\$ -	\$ 10.95	\$ 271.97
225/40R18	BLT	Y SL	784208359	\$ 226.69	\$ 1.00	\$ 2.00	\$ 229.69	\$ 3.00	\$ -	\$ 10.95	\$ 243.64
265/30R19	BLT	Y XL	784318348	\$ 192.05	\$ 1.00	\$ 2.00	\$ 195.05	\$ 3.00	\$ -	\$ 10.95	\$ 209.00
245/35R18	BLT	Y XL	784320348	\$ 149.87	\$ 1.00	\$ 2.00	\$ 152.87	\$ 3.00	\$ -	\$ 10.95	\$ 166.82
245/40R18	BLT	Y SL	784327348	\$ 144.20	\$ 1.00	\$ 2.00	\$ 147.20	\$ 3.00	\$ -	\$ 10.95	\$ 161.15
255/45R18	BLT	Y XL	784329348	\$ 150.50	\$ 1.00	\$ 2.00	\$ 153.50	\$ 3.00	\$ -	\$ 10.95	\$ 167.45
235/35R19	BLT	Y XL	784334348	\$ 154.15	\$ 1.00	\$ 2.00	\$ 157.15	\$ 3.00	\$ -	\$ 10.95	\$ 171.10
255/40R19	BLT	Y XL	784337348	\$ 195.83	\$ 1.00	\$ 2.00	\$ 198.83	\$ 3.00	\$ -	\$ 10.95	\$ 212.78
225/35R19	BLT	Y XL	784340348	\$ 165.67	\$ 1.00	\$ 2.00	\$ 168.67	\$ 3.00	\$ -	\$ 10.95	\$ 182.62
235/45R18	BLT	Y XL	784342348	\$ 137.27	\$ 1.00	\$ 2.00	\$ 140.27	\$ 3.00	\$ -	\$ 10.95	\$ 154.22
255/30R19	BLT	Y XL	784344348	\$ 209.69	\$ 1.00	\$ 2.00	\$ 212.69	\$ 3.00	\$ -	\$ 10.95	\$ 226.64
275/30R19	BLT	Y XL	784360348	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
235/40R18	BLT	Y XL	784764348	\$ 127.83	\$ 1.00	\$ 2.00	\$ 130.83	\$ 3.00	\$ -	\$ 10.95	\$ 144.78
215/45R17	BLT	Y XL	784809348	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
Eagle GT II											
P285/50R20	V5B	H SL	106087625	\$ 124.43	\$ 1.00	\$ 2.00	\$ 127.43	\$ 3.00	\$ -	\$ 10.95	\$ 141.38
P275/45R20	V5B	V SL	106137625	\$ 124.58	\$ 1.00	\$ 2.00	\$ 127.58	\$ 3.00	\$ -	\$ 10.95	\$ 141.53

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
305/50R20	VS	H XL	106182625	\$ 140.49	\$ 1.00	\$ 2.00	\$ 143.49	\$ 3.00	\$ -	\$ 10.95	\$ 157.44
Eagle RS-A2											
P245/45R19	VS	V SL	107172343	\$ 143.44	\$ 1.00	\$ 2.00	\$ 146.44	\$ 3.00	\$ -	\$ 10.95	\$ 160.39
245/45R20	VS	Y SL	107548343	\$ 141.49	\$ 1.00	\$ 2.00	\$ 144.49	\$ 3.00	\$ -	\$ 10.95	\$ 158.44
Eagle Sport A/S											
195/55R16	VS	V SL	109032366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
225/50R16	VS	V SL	109035366	\$ 80.07	\$ 1.00	\$ 2.00	\$ 83.07	\$ 3.00	\$ -	\$ 10.95	\$ 97.02
225/45R17	VS	W XL	109044366	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/55R17	VS	W SL	109046366	\$ 110.64	\$ 1.00	\$ 2.00	\$ 113.64	\$ 3.00	\$ -	\$ 10.95	\$ 127.59
215/45R17	VS	W XL	109053366	\$ 92.97	\$ 1.00	\$ 2.00	\$ 95.97	\$ 3.00	\$ -	\$ 10.95	\$ 109.92
235/50R18	VS	W SL	109054366	\$ 132.96	\$ 1.00	\$ 2.00	\$ 135.96	\$ 3.00	\$ -	\$ 10.95	\$ 149.91
225/40R18	VS	W XL	109055366	\$ 101.88	\$ 1.00	\$ 2.00	\$ 104.88	\$ 3.00	\$ -	\$ 10.95	\$ 118.83
245/45R18	VS	W SL	109056366	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
245/40R18	VS	W SL	109057366	\$ 126.85	\$ 1.00	\$ 2.00	\$ 129.85	\$ 3.00	\$ -	\$ 10.95	\$ 143.80
225/45R18	VS	W XL	109058366	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
245/45R17	VS	W SL	109059366	\$ 100.47	\$ 1.00	\$ 2.00	\$ 103.47	\$ 3.00	\$ -	\$ 10.95	\$ 117.42
245/40R17	VS	W SL	109060366	\$ 109.82	\$ 1.00	\$ 2.00	\$ 112.82	\$ 3.00	\$ -	\$ 10.95	\$ 126.77
275/40R20	VS	W XL	109062366	\$ 153.93	\$ 1.00	\$ 2.00	\$ 156.93	\$ 3.00	\$ -	\$ 10.95	\$ 170.88
235/40R18	VS	W XL	109063366	\$ 120.93	\$ 1.00	\$ 2.00	\$ 123.93	\$ 3.00	\$ -	\$ 10.95	\$ 137.88
235/50R17	VS	W SL	109064366	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45R18	VS	W XL	109065366	\$ 114.04	\$ 1.00	\$ 2.00	\$ 117.04	\$ 3.00	\$ -	\$ 10.95	\$ 130.99
245/35R20	VS	W XL	109066366	\$ 115.33	\$ 1.00	\$ 2.00	\$ 118.33	\$ 3.00	\$ -	\$ 10.95	\$ 132.28
245/45R20	VS	W XL	109069366	\$ 144.64	\$ 1.00	\$ 2.00	\$ 147.64	\$ 3.00	\$ -	\$ 10.95	\$ 161.59
255/40R18	VS	W XL	109072366	\$ 149.27	\$ 1.00	\$ 2.00	\$ 152.27	\$ 3.00	\$ -	\$ 10.95	\$ 166.22
255/35R19	VS	W XL	109073366	\$ 158.39	\$ 1.00	\$ 2.00	\$ 161.39	\$ 3.00	\$ -	\$ 10.95	\$ 175.34
255/40R17	VS	W SL	109074366	\$ 101.91	\$ 1.00	\$ 2.00	\$ 104.91	\$ 3.00	\$ -	\$ 10.95	\$ 118.86
245/40R19	VS	W SL	109075366	\$ 165.93	\$ 1.00	\$ 2.00	\$ 168.93	\$ 3.00	\$ -	\$ 10.95	\$ 182.88
245/50R18	VS	W SL	109077366	\$ 146.53	\$ 1.00	\$ 2.00	\$ 149.53	\$ 3.00	\$ -	\$ 10.95	\$ 163.48
255/35R18	VS	V SL	109079366	\$ 150.02	\$ 1.00	\$ 2.00	\$ 153.02	\$ 3.00	\$ -	\$ 10.95	\$ 166.97
255/35R20	VS	W XL	109080366	\$ 123.04	\$ 1.00	\$ 2.00	\$ 126.04	\$ 3.00	\$ -	\$ 10.95	\$ 139.99
255/45R20	VS	W SL	109082366	\$ 139.55	\$ 1.00	\$ 2.00	\$ 142.55	\$ 3.00	\$ -	\$ 10.95	\$ 156.50
225/50R17	VS	W SL	109083366	\$ 100.34	\$ 1.00	\$ 2.00	\$ 103.34	\$ 3.00	\$ -	\$ 10.95	\$ 117.29
235/45R18	VS	V SL	109084366	\$ 123.57	\$ 1.00	\$ 2.00	\$ 126.57	\$ 3.00	\$ -	\$ 10.95	\$ 140.52
215/55R17	VS	V SL	109085366	\$ 96.19	\$ 1.00	\$ 2.00	\$ 99.19	\$ 3.00	\$ -	\$ 10.95	\$ 113.14
225/55R18	BLT	V SL	109086382	\$ 104.53	\$ 1.00	\$ 2.00	\$ 107.53	\$ 3.00	\$ -	\$ 10.95	\$ 121.48
225/60R18	VS	V SL	109132366	\$ 103.27	\$ 1.00	\$ 2.00	\$ 106.27	\$ 3.00	\$ -	\$ 10.95	\$ 120.22
235/60R18	VS	V XL	109133366	\$ 118.54	\$ 1.00	\$ 2.00	\$ 121.54	\$ 3.00	\$ -	\$ 10.95	\$ 135.49

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
205/50R16	VSB	V SL	109134366	\$ 85.13	\$ 1.00	\$ 2.00	\$ 88.13	\$ 3.00	\$ -	\$ 10.95	\$ 102.08
205/45R17	VSB	V XL	109136366	\$ 89.13	\$ 1.00	\$ 2.00	\$ 92.13	\$ 3.00	\$ -	\$ 10.95	\$ 106.08
275/55R20	VSB	V XL	109138366	\$ 113.75	\$ 1.00	\$ 2.00	\$ 116.75	\$ 3.00	\$ -	\$ 10.95	\$ 130.70
195/65R15	VSB	V SL	109174366	\$ 60.01	\$ 1.00	\$ 2.00	\$ 63.01	\$ 3.00	\$ -	\$ 10.95	\$ 76.96
235/45R17	VSB	W SL	109270366	\$ 98.58	\$ 1.00	\$ 2.00	\$ 101.58	\$ 3.00	\$ -	\$ 10.95	\$ 115.53
225/60R16	VSB	V SL	109361366	\$ 80.44	\$ 1.00	\$ 2.00	\$ 83.44	\$ 3.00	\$ -	\$ 10.95	\$ 97.39
225/55R16	VSB	V SL	109485366	\$ 81.26	\$ 1.00	\$ 2.00	\$ 84.26	\$ 3.00	\$ -	\$ 10.95	\$ 98.21
205/50R17	VSB	V XL	109576366	\$ 101.25	\$ 1.00	\$ 2.00	\$ 104.25	\$ 3.00	\$ -	\$ 10.95	\$ 118.20
195/60R15	VSB	V SL	109848366	\$ 62.12	\$ 1.00	\$ 2.00	\$ 65.12	\$ 3.00	\$ -	\$ 10.95	\$ 79.07
215/55R16	VSB	V SL	109887366	\$ 80.76	\$ 1.00	\$ 2.00	\$ 83.76	\$ 3.00	\$ -	\$ 10.95	\$ 97.71
215/60R16	VSB	V SL	109902366	\$ 82.58	\$ 1.00	\$ 2.00	\$ 85.58	\$ 3.00	\$ -	\$ 10.95	\$ 99.53
205/55R16	VSB	V SL	109907366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
205/60R16	VSB	V SL	109910366	\$ 77.42	\$ 1.00	\$ 2.00	\$ 80.42	\$ 3.00	\$ -	\$ 10.95	\$ 94.37
195/55R15	VSB	V SL	109911366	\$ 71.47	\$ 1.00	\$ 2.00	\$ 74.47	\$ 3.00	\$ -	\$ 10.95	\$ 88.42
215/50R17	VSB	V SL	109912366	\$ 101.73	\$ 1.00	\$ 2.00	\$ 104.73	\$ 3.00	\$ -	\$ 10.95	\$ 118.68
225/55R17	VSB	V SL	109923366	\$ 105.54	\$ 1.00	\$ 2.00	\$ 108.54	\$ 3.00	\$ -	\$ 10.95	\$ 122.49
Eagle Excellence ROF											
245/40R19	BLT	Y XL	111003513	\$ 302.72	\$ 1.00	\$ 2.00	\$ 305.72	\$ 3.00	\$ -	\$ 10.95	\$ 319.67
245/45R19	BLT	Y SL	111016513	\$ 312.80	\$ 1.00	\$ 2.00	\$ 315.80	\$ 3.00	\$ -	\$ 10.95	\$ 329.75
275/40R19	BLT	Y SL	111017513	\$ 327.69	\$ 1.00	\$ 2.00	\$ 330.69	\$ 3.00	\$ -	\$ 10.95	\$ 344.64
245/55R17	BLT	W SL	111018513	\$ 282.54	\$ 1.00	\$ 2.00	\$ 285.54	\$ 3.00	\$ -	\$ 10.95	\$ 299.49
245/40R20	BLT	Y XL	111045513	\$ 355.43	\$ 1.00	\$ 2.00	\$ 358.43	\$ 3.00	\$ -	\$ 10.95	\$ 372.38
275/35R20	BLT	Y XL	111048513	\$ 395.95	\$ 1.00	\$ 2.00	\$ 398.95	\$ 3.00	\$ -	\$ 10.95	\$ 412.90
225/55R17	BLT	Y SL	111272513	\$ 196.15	\$ 1.00	\$ 2.00	\$ 199.15	\$ 3.00	\$ -	\$ 10.95	\$ 213.10
245/45R18	BLT	Y SL	111443513	\$ 252.41	\$ 1.00	\$ 2.00	\$ 255.41	\$ 3.00	\$ -	\$ 10.95	\$ 269.36
275/35R19	BLT	Y SL	111446513	\$ 357.76	\$ 1.00	\$ 2.00	\$ 360.76	\$ 3.00	\$ -	\$ 10.95	\$ 374.71
225/45R17	VSB	W SL	111870513	\$ 231.19	\$ 1.00	\$ 2.00	\$ 234.19	\$ 3.00	\$ -	\$ 10.95	\$ 248.14
195/55R16	VSB	V SL	111971513	\$ 190.89	\$ 1.00	\$ 2.00	\$ 193.89	\$ 3.00	\$ -	\$ 10.95	\$ 207.84
245/40R17	VSB	W SL	111985513	\$ 298.12	\$ 1.00	\$ 2.00	\$ 301.12	\$ 3.00	\$ -	\$ 10.95	\$ 315.07
245/40R17	MBW	Y SL	111986356	\$ 307.44	\$ 1.00	\$ 2.00	\$ 310.44	\$ 3.00	\$ -	\$ 10.95	\$ 324.39
Efficient Grip											
225/45R18	BLT	Y SL	112005344	\$ 199.36	\$ 1.00	\$ 2.00	\$ 202.36	\$ 3.00	\$ -	\$ 10.95	\$ 216.31
255/40R18	BLT	Y SL	112006344	\$ 231.41	\$ 1.00	\$ 2.00	\$ 234.41	\$ 3.00	\$ -	\$ 10.95	\$ 248.36
235/45R19	BLT	V SL	112014344	\$ 219.13	\$ 1.00	\$ 2.00	\$ 222.13	\$ 3.00	\$ -	\$ 10.95	\$ 236.08
235/55R19	BLT	V XL	112019381	\$ 209.06	\$ 1.00	\$ 2.00	\$ 212.06	\$ 3.00	\$ -	\$ 10.95	\$ 226.01
255/50R19	BLT	V SL	112068344	\$ 371.42	\$ 1.00	\$ 2.00	\$ 374.42	\$ 3.00	\$ -	\$ 10.95	\$ 388.37
255/45R20	BLT	Y SL	112126344	\$ 319.07	\$ 1.00	\$ 2.00	\$ 322.07	\$ 3.00	\$ -	\$ 10.95	\$ 336.02

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GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
285/40R20	BLT										
			112185344	\$ 344.06	\$ 1.00	\$ 2.00	\$ 347.06	\$ 3.00	\$ -	\$ 10.95	\$ 361.01
205/55R16	BLT										
			112187344	\$ 162.78	\$ 1.00	\$ 2.00	\$ 165.78	\$ 3.00	\$ -	\$ 10.95	\$ 179.73
205/55R16	BLT										
			112187381	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
255/40R18	BLT										
			112199344	\$ 238.24	\$ 1.00	\$ 2.00	\$ 241.24	\$ 3.00	\$ -	\$ 10.95	\$ 255.19
225/45R18	BLT										
			112206344	\$ 200.52	\$ 1.00	\$ 2.00	\$ 203.52	\$ 3.00	\$ -	\$ 10.95	\$ 217.47
255/40R19	BLT										
			112228344	\$ 273.69	\$ 1.00	\$ 2.00	\$ 276.69	\$ 3.00	\$ -	\$ 10.95	\$ 290.64
225/45R18	BLT										
			112303344	\$ 199.17	\$ 1.00	\$ 2.00	\$ 202.17	\$ 3.00	\$ -	\$ 10.95	\$ 216.12
255/45R18	BLT										
			112350381	\$ 248.41	\$ 1.00	\$ 2.00	\$ 251.41	\$ 3.00	\$ -	\$ 10.95	\$ 265.36
Ultra Grip 8 Performance											
235/60R16	BLT										
			117334373	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
205/55R16	BLT										
			117761373	\$ 111.05	\$ 1.00	\$ 2.00	\$ 114.05	\$ 3.00	\$ -	\$ 10.95	\$ 128.00
215/55R16	BLT										
			117762373	\$ 115.39	\$ 1.00	\$ 2.00	\$ 118.39	\$ 3.00	\$ -	\$ 10.95	\$ 132.34
215/55R17	BLT										
			117763373	\$ 127.01	\$ 1.00	\$ 2.00	\$ 130.01	\$ 3.00	\$ -	\$ 10.95	\$ 143.96
205/55R17	BLT										
			117764373	\$ 135.00	\$ 1.00	\$ 2.00	\$ 138.00	\$ 3.00	\$ -	\$ 10.95	\$ 151.95
205/50R17	BLT										
			117767373	\$ 125.56	\$ 1.00	\$ 2.00	\$ 128.56	\$ 3.00	\$ -	\$ 10.95	\$ 142.51
225/45R17	BLT										
			117768373	\$ 148.76	\$ 1.00	\$ 2.00	\$ 151.76	\$ 3.00	\$ -	\$ 10.95	\$ 165.71
235/45R17	BLT										
			117771373	\$ 153.11	\$ 1.00	\$ 2.00	\$ 156.11	\$ 3.00	\$ -	\$ 10.95	\$ 170.06
245/45R17	BLT										
			117772373	\$ 155.31	\$ 1.00	\$ 2.00	\$ 158.31	\$ 3.00	\$ -	\$ 10.95	\$ 172.26
235/50R18	BLT										
			117773373	\$ 174.65	\$ 1.00	\$ 2.00	\$ 177.65	\$ 3.00	\$ -	\$ 10.95	\$ 191.60
225/40R18	BLT										
			117775373	\$ 162.56	\$ 1.00	\$ 2.00	\$ 165.56	\$ 3.00	\$ -	\$ 10.95	\$ 179.51
245/45R18	BLT										
			117778373	\$ 184.15	\$ 1.00	\$ 2.00	\$ 187.15	\$ 3.00	\$ -	\$ 10.95	\$ 201.10
215/45R17	BLT										
			117779373	\$ 142.59	\$ 1.00	\$ 2.00	\$ 145.59	\$ 3.00	\$ -	\$ 10.95	\$ 159.54
Fierce Instinct											
225/55R17	BSW										
			353228177	\$ 84.95	\$ 1.00	\$ 2.00	\$ 87.95	\$ 3.00	\$ -	\$ 10.95	\$ 101.90
245/35ZR20	BSW										
			353279178	\$ 100.02	\$ 1.00	\$ 2.00	\$ 103.02	\$ 3.00	\$ -	\$ 10.95	\$ 116.97
195/55R15	BSW										
			353532177	\$ 62.56	\$ 1.00	\$ 2.00	\$ 65.56	\$ 3.00	\$ -	\$ 10.95	\$ 79.51
235/45ZR17	BSW										
			353544178	\$ 84.85	\$ 1.00	\$ 2.00	\$ 87.85	\$ 3.00	\$ -	\$ 10.95	\$ 101.80
245/40ZR17	BSW										
			353545178	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
245/45ZR17	BSW										
			353547178	\$ 86.71	\$ 1.00	\$ 2.00	\$ 89.71	\$ 3.00	\$ -	\$ 10.95	\$ 103.66
255/40ZR17	BSW										
			353549178	\$ 90.24	\$ 1.00	\$ 2.00	\$ 93.24	\$ 3.00	\$ -	\$ 10.95	\$ 107.19
225/50R16	BSW										
			353679177	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
205/50R16	BSW										
			353911177	\$ 67.98	\$ 1.00	\$ 2.00	\$ 70.98	\$ 3.00	\$ -	\$ 10.95	\$ 84.93
205/55R16	BSW										
			353912177	\$ 66.15	\$ 1.00	\$ 2.00	\$ 69.15	\$ 3.00	\$ -	\$ 10.95	\$ 83.10
215/55R16	BSW										
			353913177	\$ 70.49	\$ 1.00	\$ 2.00	\$ 73.49	\$ 3.00	\$ -	\$ 10.95	\$ 87.44
225/55R16	BSW										
			353914177	\$ 72.10	\$ 1.00	\$ 2.00	\$ 75.10	\$ 3.00	\$ -	\$ 10.95	\$ 89.05
205/50R17	BSW										
			353915177	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
215/50R17	BSW										
			353916177	\$ 78.78	\$ 1.00	\$ 2.00	\$ 81.78	\$ 3.00	\$ -	\$ 10.95	\$ 95.73

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GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
215/55R17	BSW	V SL	353917177	\$ 78.30	\$ 1.00	\$ 2.00	\$ 81.30	\$ 3.00	\$ -	\$ 10.95	\$ 95.25
215/45ZR17	BSW	W XL	353941178	\$ 74.68	\$ 1.00	\$ 2.00	\$ 77.68	\$ 3.00	\$ -	\$ 10.95	\$ 91.63
225/45ZR17	BSW	W XL	353942178	\$ 77.10	\$ 1.00	\$ 2.00	\$ 80.10	\$ 3.00	\$ -	\$ 10.95	\$ 94.05
225/50ZR17	BSW	W SL	353943178	\$ 86.24	\$ 1.00	\$ 2.00	\$ 89.24	\$ 3.00	\$ -	\$ 10.95	\$ 103.19
235/55ZR17	BSW	W SL	353945178	\$ 93.98	\$ 1.00	\$ 2.00	\$ 96.98	\$ 3.00	\$ -	\$ 10.95	\$ 110.93
225/40ZR18	BSW	W XL	353946178	\$ 81.10	\$ 1.00	\$ 2.00	\$ 84.10	\$ 3.00	\$ -	\$ 10.95	\$ 98.05
235/40ZR18	BSW	W XL	353947178	\$ 102.04	\$ 1.00	\$ 2.00	\$ 105.04	\$ 3.00	\$ -	\$ 10.95	\$ 118.99
245/40ZR18	BSW	W SL	353949178	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
255/40ZR18	BSW	W XL	353953178	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45ZR18	BSW	W XL	353954178	\$ 94.36	\$ 1.00	\$ 2.00	\$ 97.36	\$ 3.00	\$ -	\$ 10.95	\$ 111.31
225/45ZR18	BSW	W XL	353955178	\$ 96.09	\$ 1.00	\$ 2.00	\$ 99.09	\$ 3.00	\$ -	\$ 10.95	\$ 113.04
245/45ZR18	BSW	W SL	353956178	\$ 107.71	\$ 1.00	\$ 2.00	\$ 110.71	\$ 3.00	\$ -	\$ 10.95	\$ 124.66
235/50ZR18	BSW	W SL	353958178	\$ 114.54	\$ 1.00	\$ 2.00	\$ 117.54	\$ 3.00	\$ -	\$ 10.95	\$ 131.49
245/40ZR19	BSW	W XL	353987178	\$ 119.39	\$ 1.00	\$ 2.00	\$ 122.39	\$ 3.00	\$ -	\$ 10.95	\$ 136.34
265/35ZR22	BSW	W XL	353989178	\$ 117.03	\$ 1.00	\$ 2.00	\$ 120.03	\$ 3.00	\$ -	\$ 10.95	\$ 133.98
Table F1 Supercar											
235/45ZR18	VS	Y LL	389024128	\$ 239.72	\$ 1.00	\$ 2.00	\$ 242.72	\$ 3.00	\$ -	\$ 10.95	\$ 256.67
235/40ZR19	VS	Y LL	389025128	\$ 389.05	\$ 1.00	\$ 2.00	\$ 392.05	\$ 3.00	\$ -	\$ 10.95	\$ 406.00
285/40ZR18	VS	W LL	389027128	\$ 117.12	\$ 1.00	\$ 2.00	\$ 120.12	\$ 3.00	\$ -	\$ 10.95	\$ 134.07
255/45ZR18	VS	W SL	389046128	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
295/35ZR18	VS	Y SL	389118128	\$ 324.16	\$ 1.00	\$ 2.00	\$ 327.16	\$ 3.00	\$ -	\$ 10.95	\$ 341.11
265/40ZR17	VS	Y LL	389119128	\$ 293.94	\$ 1.00	\$ 2.00	\$ 296.94	\$ 3.00	\$ -	\$ 10.95	\$ 310.89
245/45ZR20	VS	Y SL	389122128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
255/45ZR20	VS	Y SL	389123128	\$ 224.95	\$ 1.00	\$ 2.00	\$ 227.95	\$ 3.00	\$ -	\$ 10.95	\$ 241.90
255/35ZR22	VS	W XL	389357128	\$ 130.97	\$ 1.00	\$ 2.00	\$ 133.97	\$ 3.00	\$ -	\$ 10.95	\$ 147.92
285/35ZR22	VS	W SL	389358128	\$ 141.68	\$ 1.00	\$ 2.00	\$ 144.68	\$ 3.00	\$ -	\$ 10.95	\$ 158.63
255/40R19	VS	W SL	389385128	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
285/35R19	VS	W LL	389386128	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
245/45ZR20	VS	Y SL	389926128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
285/35ZR20	VS	Y LL	408027316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
285/35ZR20	VS	Y LL	408028328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
325/30ZR19	VS	Y LL	408029330	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
325/30ZR19	VS	Y LL	408029331	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
265/40ZR19	VS	Y SL	408030316	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
265/40ZR19	VS	Y SL	408031328	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
285/35ZR20	VS	Y SL	408038316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
285/35ZR20	VS	Y SL	408038328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
305/35ZR20	VS	Y SL	408039316	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
305/35ZR20	VS	Y SL	408039328	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
P275/35ZR18	VS	Y LL	408561330	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VS	Y LL	408561331	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VS	Y LL	412561506	\$ 300.86	\$ 1.00	\$ 2.00	\$ 303.86	\$ 3.00	\$ -	\$ 10.95	\$ 317.81
P325/30ZR19	VS	Y LL	412562506	\$ 339.59	\$ 1.00	\$ 2.00	\$ 342.59	\$ 3.00	\$ -	\$ 10.95	\$ 356.54
P245/40ZR18	VS	Y LL	412609506	\$ 258.80	\$ 1.00	\$ 2.00	\$ 261.80	\$ 3.00	\$ -	\$ 10.95	\$ 275.75
P285/35ZR19	VS	Y LL	412610506	\$ 305.40	\$ 1.00	\$ 2.00	\$ 308.40	\$ 3.00	\$ -	\$ 10.95	\$ 322.35
Assurance Tripletted A/S											
P215/60R16	VS	V SL	399080349	\$ 90.67	\$ 1.00	\$ 2.00	\$ 93.67	\$ 3.00	\$ -	\$ 10.95	\$ 107.62
P215/60R16	VS	T SL	399086349	\$ 87.84	\$ 1.00	\$ 2.00	\$ 90.84	\$ 3.00	\$ -	\$ 10.95	\$ 104.79
P215/65R16	VS	T SL	399159349	\$ 88.84	\$ 1.00	\$ 2.00	\$ 91.84	\$ 3.00	\$ -	\$ 10.95	\$ 105.79
P235/55R17	VS	H SL	399181349	\$ 121.25	\$ 1.00	\$ 2.00	\$ 124.25	\$ 3.00	\$ -	\$ 10.95	\$ 138.20
P215/65R17	VS	H SL	399186349	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
P235/65R16	VS	T SL	399207349	\$ 94.47	\$ 1.00	\$ 2.00	\$ 97.47	\$ 3.00	\$ -	\$ 10.95	\$ 111.42
P205/65R15	VS	H SL	399331349	\$ 79.82	\$ 1.00	\$ 2.00	\$ 82.82	\$ 3.00	\$ -	\$ 10.95	\$ 96.77
P25/60R15	VS	H SL	399333349	\$ 83.06	\$ 1.00	\$ 2.00	\$ 86.06	\$ 3.00	\$ -	\$ 10.95	\$ 100.01
P25/50R17	VS	H SL	399347349	\$ 115.19	\$ 1.00	\$ 2.00	\$ 118.19	\$ 3.00	\$ -	\$ 10.95	\$ 132.14
P25/50R17	VS	V SL	399364349	\$ 121.28	\$ 1.00	\$ 2.00	\$ 124.28	\$ 3.00	\$ -	\$ 10.95	\$ 138.23
P205/50R17	VS	V XL	399365349	\$ 119.53	\$ 1.00	\$ 2.00	\$ 122.53	\$ 3.00	\$ -	\$ 10.95	\$ 136.48
P215/55R18	VS	H SL	399367349	\$ 119.88	\$ 1.00	\$ 2.00	\$ 122.88	\$ 3.00	\$ -	\$ 10.95	\$ 136.83
P205/55R16	VS	H XL	399508349	\$ 93.34	\$ 1.00	\$ 2.00	\$ 96.34	\$ 3.00	\$ -	\$ 10.95	\$ 110.29
P215/50R17	VS	V XL	399511349	\$ 111.08	\$ 1.00	\$ 2.00	\$ 114.08	\$ 3.00	\$ -	\$ 10.95	\$ 128.03
P195/65R15	VS	H SL	399535349	\$ 78.95	\$ 1.00	\$ 2.00	\$ 81.95	\$ 3.00	\$ -	\$ 10.95	\$ 95.90
P205/60R16	VS	V SL	399543349	\$ 87.65	\$ 1.00	\$ 2.00	\$ 90.65	\$ 3.00	\$ -	\$ 10.95	\$ 104.60
P225/60R16	VS	H SL	399544349	\$ 92.05	\$ 1.00	\$ 2.00	\$ 95.05	\$ 3.00	\$ -	\$ 10.95	\$ 109.00
P215/60R17	VS	H SL	399546349	\$ 99.74	\$ 1.00	\$ 2.00	\$ 102.74	\$ 3.00	\$ -	\$ 10.95	\$ 116.69
P225/60R17	VS	H SL	399547349	\$ 112.79	\$ 1.00	\$ 2.00	\$ 115.79	\$ 3.00	\$ -	\$ 10.95	\$ 129.74
P215/55R17	VS	V SL	399548349	\$ 101.45	\$ 1.00	\$ 2.00	\$ 104.45	\$ 3.00	\$ -	\$ 10.95	\$ 118.40
P215/55R16	VS	H XL	399590349	\$ 96.86	\$ 1.00	\$ 2.00	\$ 99.86	\$ 3.00	\$ -	\$ 10.95	\$ 113.81
P235/45R17	VS	V XL	399624349	\$ 131.57	\$ 1.00	\$ 2.00	\$ 134.57	\$ 3.00	\$ -	\$ 10.95	\$ 148.52
Integrity											
P235/70R16	B03	S SL	402027477	\$ 100.59	\$ 1.00	\$ 2.00	\$ 103.59	\$ 3.00	\$ -	\$ 10.95	\$ 117.54
P185/65R15	B03	S SL	402032477	\$ 69.61	\$ 1.00	\$ 2.00	\$ 72.61	\$ 3.00	\$ -	\$ 10.95	\$ 86.56
P235/65R17	B03	S SL	402050073	\$ 104.31	\$ 1.00	\$ 2.00	\$ 107.31	\$ 3.00	\$ -	\$ 10.95	\$ 121.26
P235/65R17	BSL	T SL	402070156	\$ 107.45	\$ 1.00	\$ 2.00	\$ 110.45	\$ 3.00	\$ -	\$ 10.95	\$ 124.40
P185/70R14	B03	S SL	402102477	\$ 55.92	\$ 1.00	\$ 2.00	\$ 58.92	\$ 3.00	\$ -	\$ 10.95	\$ 72.87

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GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P175/70R14	VSB	T SL	402268047	\$ 52.74	\$ 1.00	\$ 2.00	\$ 55.74	\$ 3.00	\$ -	\$ 10.95	\$ 69.69
215/70R15	VSB	S SL	402282047	\$ 62.40	\$ 1.00	\$ 2.00	\$ 65.40	\$ 3.00	\$ -	\$ 10.95	\$ 79.35
P195/65R15	B03	S SL	402289477	\$ 73.42	\$ 1.00	\$ 2.00	\$ 76.42	\$ 3.00	\$ -	\$ 10.95	\$ 90.37
P225/60R16	B03	S SL	402314073	\$ 84.63	\$ 1.00	\$ 2.00	\$ 87.63	\$ 3.00	\$ -	\$ 10.95	\$ 101.58
P205/65R15	B03	T SL	402406477	\$ 75.06	\$ 1.00	\$ 2.00	\$ 78.06	\$ 3.00	\$ -	\$ 10.95	\$ 92.01
P215/65R17	VSB	T SL	402432047	\$ 91.56	\$ 1.00	\$ 2.00	\$ 94.56	\$ 3.00	\$ -	\$ 10.95	\$ 108.51
P235/60R16	VSB	S SL	402464155	\$ 92.50	\$ 1.00	\$ 2.00	\$ 95.50	\$ 3.00	\$ -	\$ 10.95	\$ 109.45
P225/70R16	B03	S SL	402469477	\$ 91.93	\$ 1.00	\$ 2.00	\$ 94.93	\$ 3.00	\$ -	\$ 10.95	\$ 108.88
225/65R17	VSB	S SL	402479047	\$ 102.33	\$ 1.00	\$ 2.00	\$ 105.33	\$ 3.00	\$ -	\$ 10.95	\$ 119.28
P175/65R14	B03	S SL	402531073	\$ 59.51	\$ 1.00	\$ 2.00	\$ 62.51	\$ 3.00	\$ -	\$ 10.95	\$ 76.46
P225/60R17	B03	S SL	402541477	\$ 100.53	\$ 1.00	\$ 2.00	\$ 103.53	\$ 3.00	\$ -	\$ 10.95	\$ 117.48
P225/60R16	B03	S SL	402542073	\$ 83.12	\$ 1.00	\$ 2.00	\$ 86.12	\$ 3.00	\$ -	\$ 10.95	\$ 100.07
185/55R15	VSB	T SL	402602047	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
P195/70R14	VSB	S SL	402827047	\$ 61.90	\$ 1.00	\$ 2.00	\$ 64.90	\$ 3.00	\$ -	\$ 10.95	\$ 78.85
P185/65R14	B03	S SL	402879477	\$ 56.92	\$ 1.00	\$ 2.00	\$ 59.92	\$ 3.00	\$ -	\$ 10.95	\$ 73.87
Assurance All-Season											
215/65R16	VSB	T SL	407016374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
185/65R14	VSB	T SL	407106374	\$ 57.93	\$ 1.00	\$ 2.00	\$ 60.93	\$ 3.00	\$ -	\$ 10.95	\$ 74.88
225/55R16	VSB	H SL	407165374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R16	VSB	T SL	407207374	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
205/60R16	VSB	T SL	407212374	\$ 67.38	\$ 1.00	\$ 2.00	\$ 70.38	\$ 3.00	\$ -	\$ 10.95	\$ 84.33
215/55R17	VSB	H SL	407213374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
185/65R15	VSB	T SL	407259374	\$ 57.23	\$ 1.00	\$ 2.00	\$ 60.23	\$ 3.00	\$ -	\$ 10.95	\$ 74.18
225/65R17	VSB	T SL	407285374	\$ 80.35	\$ 1.00	\$ 2.00	\$ 83.35	\$ 3.00	\$ -	\$ 10.95	\$ 97.30
235/60R17	VSB	T SL	407323374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
215/60R17	VSB	T SL	407348374	\$ 74.93	\$ 1.00	\$ 2.00	\$ 77.93	\$ 3.00	\$ -	\$ 10.95	\$ 91.88
225/70R16	VSB	T SL	407378374	\$ 78.51	\$ 1.00	\$ 2.00	\$ 81.51	\$ 3.00	\$ -	\$ 10.95	\$ 95.46
185/70R14	VSB	T SL	407476374	\$ 55.94	\$ 1.00	\$ 2.00	\$ 58.94	\$ 3.00	\$ -	\$ 10.95	\$ 72.89
195/65R15	VSB	T SL	407477374	\$ 55.41	\$ 1.00	\$ 2.00	\$ 58.41	\$ 3.00	\$ -	\$ 10.95	\$ 72.36
205/65R15	VSB	T SL	407478374	\$ 60.24	\$ 1.00	\$ 2.00	\$ 63.24	\$ 3.00	\$ -	\$ 10.95	\$ 77.19
215/55R16	VSB	H SL	407525374	\$ 72.41	\$ 1.00	\$ 2.00	\$ 75.41	\$ 3.00	\$ -	\$ 10.95	\$ 89.36
215/60R16	VSB	T SL	407562374	\$ 70.52	\$ 1.00	\$ 2.00	\$ 73.52	\$ 3.00	\$ -	\$ 10.95	\$ 87.47
235/55R17	VSB	T SL	407599374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
225/50R17	VSB	T SL	407600374	\$ 86.27	\$ 1.00	\$ 2.00	\$ 89.27	\$ 3.00	\$ -	\$ 10.95	\$ 103.22
225/60R16	VSB	T SL	407715374	\$ 66.12	\$ 1.00	\$ 2.00	\$ 69.12	\$ 3.00	\$ -	\$ 10.95	\$ 83.07
215/65R17	VSB	T SL	407719374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R17	VSB	T SL	407722374	\$ 86.93	\$ 1.00	\$ 2.00	\$ 89.93	\$ 3.00	\$ -	\$ 10.95	\$ 103.88

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/60R17	VS	T SL	407723374	\$ 83.62	\$ 1.00	\$ 2.00	\$ 86.62	\$ 3.00	\$ -	\$ 10.95	\$ 100.57
225/55R17	VS	T SL	407726374	\$ 82.81	\$ 1.00	\$ 2.00	\$ 85.81	\$ 3.00	\$ -	\$ 10.95	\$ 99.76
195/70R14	VS	T SL	407736374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
185/60R15	VS	T SL	407739374	\$ 59.16	\$ 1.00	\$ 2.00	\$ 62.16	\$ 3.00	\$ -	\$ 10.95	\$ 76.11
195/60R15	VS	T SL	407740374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
205/60R15	VS	T SL	407741374	\$ 61.08	\$ 1.00	\$ 2.00	\$ 64.08	\$ 3.00	\$ -	\$ 10.95	\$ 78.03
205/65R16	VS	H SL	407780374	\$ 67.76	\$ 1.00	\$ 2.00	\$ 70.76	\$ 3.00	\$ -	\$ 10.95	\$ 84.71
205/55R16	VS	H SL	407781374	\$ 62.39	\$ 1.00	\$ 2.00	\$ 65.39	\$ 3.00	\$ -	\$ 10.95	\$ 79.34
215/70R16	VS	T SL	407782374	\$ 81.86	\$ 1.00	\$ 2.00	\$ 84.86	\$ 3.00	\$ -	\$ 10.95	\$ 98.81
215/70R15	VS	T SL	407783374	\$ 60.45	\$ 1.00	\$ 2.00	\$ 63.45	\$ 3.00	\$ -	\$ 10.95	\$ 77.40
235/60R16	VS	T SL	407784374	\$ 78.73	\$ 1.00	\$ 2.00	\$ 81.73	\$ 3.00	\$ -	\$ 10.95	\$ 95.68
205/70R15	VS	T SL	407785374	\$ 60.48	\$ 1.00	\$ 2.00	\$ 63.48	\$ 3.00	\$ -	\$ 10.95	\$ 77.43
205/65R16	VS	T SL	407786374	\$ 78.93	\$ 1.00	\$ 2.00	\$ 81.93	\$ 3.00	\$ -	\$ 10.95	\$ 95.88
195/55R16	VS	T SL	407787374	\$ 69.69	\$ 1.00	\$ 2.00	\$ 72.69	\$ 3.00	\$ -	\$ 10.95	\$ 86.64
205/50R16	VS	H SL	407788374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
205/75R15	VS	T SL	407789374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
215/50R17	VS	V SL	407790374	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
215/65R15	VS	T SL	407791374	\$ 62.34	\$ 1.00	\$ 2.00	\$ 65.34	\$ 3.00	\$ -	\$ 10.95	\$ 79.29
215/75R15	VS	T SL	407792374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
225/60R18	VS	H SL	407795374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
Assurance Comfortred Touring											
205/60R15	VS	H SL	413148329	\$ 89.01	\$ 1.00	\$ 2.00	\$ 92.01	\$ 3.00	\$ -	\$ 10.95	\$ 105.96
235/65R17	VS	H SL	413188329	\$ 116.59	\$ 1.00	\$ 2.00	\$ 119.59	\$ 3.00	\$ -	\$ 10.95	\$ 133.54
225/60R18	VS	H SL	413189507	\$ 153.24	\$ 1.00	\$ 2.00	\$ 156.24	\$ 3.00	\$ -	\$ 10.95	\$ 170.19
235/65R16	VS	T SL	413207329	\$ 100.37	\$ 1.00	\$ 2.00	\$ 103.37	\$ 3.00	\$ -	\$ 10.95	\$ 117.32
2235/60R18	VS	T SL	413215507	\$ 149.05	\$ 1.00	\$ 2.00	\$ 152.05	\$ 3.00	\$ -	\$ 10.95	\$ 166.00
2225/60R16	WB	T SL	413314511	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
235/55R17	VS	H SL	413319329	\$ 128.51	\$ 1.00	\$ 2.00	\$ 131.51	\$ 3.00	\$ -	\$ 10.95	\$ 145.46
215/60R17	VS	H SL	413322329	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
225/70R16	VS	T SL	413378329	\$ 99.52	\$ 1.00	\$ 2.00	\$ 102.52	\$ 3.00	\$ -	\$ 10.95	\$ 116.47
225/55R16	VS	H SL	413379329	\$ 115.66	\$ 1.00	\$ 2.00	\$ 118.66	\$ 3.00	\$ -	\$ 10.95	\$ 132.61
215/65R16	VS	T SL	413382329	\$ 93.08	\$ 1.00	\$ 2.00	\$ 96.08	\$ 3.00	\$ -	\$ 10.95	\$ 110.03
2225/55R18	VS	H SL	413383329	\$ 128.86	\$ 1.00	\$ 2.00	\$ 131.86	\$ 3.00	\$ -	\$ 10.95	\$ 145.81
2215/65R17	VS	T SL	413385329	\$ 99.99	\$ 1.00	\$ 2.00	\$ 102.99	\$ 3.00	\$ -	\$ 10.95	\$ 116.94
215/70R15	VS	T SL	413390329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
P185/65R15	VS	T SL	413393329	\$ 78.24	\$ 1.00	\$ 2.00	\$ 81.24	\$ 3.00	\$ -	\$ 10.95	\$ 95.19
205/65R15	VS	H SL	413403329	\$ 85.44	\$ 1.00	\$ 2.00	\$ 88.44	\$ 3.00	\$ -	\$ 10.95	\$ 102.39

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225/60R16	VSB	H SL	413407329	\$ 95.51	\$ 1.00	\$ 2.00	\$ 98.51	\$ 3.00	\$ -	\$ 10.95	\$ 112.46
235/60R16	VSB	H SL	413486329	\$ 112.67	\$ 1.00	\$ 2.00	\$ 115.67	\$ 3.00	\$ -	\$ 10.95	\$ 129.62
P225/60R17	VSB	H SL	413487329	\$ 130.82	\$ 1.00	\$ 2.00	\$ 133.82	\$ 3.00	\$ -	\$ 10.95	\$ 147.77
235/60R17	VSB	H SL	413488329	\$ 116.31	\$ 1.00	\$ 2.00	\$ 119.31	\$ 3.00	\$ -	\$ 10.95	\$ 133.26
195/65R15	VSB	H SL	413489329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
195/60R15	VSB	H SL	413490329	\$ 87.17	\$ 1.00	\$ 2.00	\$ 90.17	\$ 3.00	\$ -	\$ 10.95	\$ 104.12
P235/60R18	VSB	V SL	413495329	\$ 141.10	\$ 1.00	\$ 2.00	\$ 144.10	\$ 3.00	\$ -	\$ 10.95	\$ 158.05
235/55R18	VSB	V SL	413496329	\$ 143.03	\$ 1.00	\$ 2.00	\$ 146.03	\$ 3.00	\$ -	\$ 10.95	\$ 159.98
215/55R17	VSB	V SL	413497329	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
P215/60R16	VSB	V SL	413499329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
P205/60R16	VSB	V SL	413500329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
225/55R17	VSB	V SL	413502329	\$ 123.39	\$ 1.00	\$ 2.00	\$ 126.39	\$ 3.00	\$ -	\$ 10.95	\$ 140.34
225/50R17	VSB	V SL	413509329	\$ 122.79	\$ 1.00	\$ 2.00	\$ 125.79	\$ 3.00	\$ -	\$ 10.95	\$ 139.74
P215/50R17	VSB	V XL	413511329	\$ 117.75	\$ 1.00	\$ 2.00	\$ 120.75	\$ 3.00	\$ -	\$ 10.95	\$ 134.70
P225/50R18	VSB	H SL	413513329	\$ 137.15	\$ 1.00	\$ 2.00	\$ 140.15	\$ 3.00	\$ -	\$ 10.95	\$ 154.10
245/45R18	VSB	V SL	413516329	\$ 158.96	\$ 1.00	\$ 2.00	\$ 161.96	\$ 3.00	\$ -	\$ 10.95	\$ 175.91
225/65R17	VSB	H SL	413517329	\$ 114.78	\$ 1.00	\$ 2.00	\$ 117.78	\$ 3.00	\$ -	\$ 10.95	\$ 131.73
205/55R16	VSB	H SL	413524329	\$ 101.19	\$ 1.00	\$ 2.00	\$ 104.19	\$ 3.00	\$ -	\$ 10.95	\$ 118.14
215/55R16	VSB	H SL	413525329	\$ 107.48	\$ 1.00	\$ 2.00	\$ 110.48	\$ 3.00	\$ -	\$ 10.95	\$ 124.43
225/45R17	VSB	V SL	413567329	\$ 112.28	\$ 1.00	\$ 2.00	\$ 115.28	\$ 3.00	\$ -	\$ 10.95	\$ 129.23
235/45R17	VSB	H SL	413572329	\$ 141.93	\$ 1.00	\$ 2.00	\$ 144.93	\$ 3.00	\$ -	\$ 10.95	\$ 158.88
205/50R17	VSB	V SL	413582329	\$ 121.02	\$ 1.00	\$ 2.00	\$ 124.02	\$ 3.00	\$ -	\$ 10.95	\$ 137.97
205/65R16	VSB	H SL	413780329	\$ 92.92	\$ 1.00	\$ 2.00	\$ 95.92	\$ 3.00	\$ -	\$ 10.95	\$ 109.87
Eagle LS-2											
245/40R18	BLT	H SL	706014308	\$ 151.72	\$ 1.00	\$ 2.00	\$ 154.72	\$ 3.00	\$ -	\$ 10.95	\$ 168.67
255/45R19	BLT	V SL	706016165	\$ 238.40	\$ 1.00	\$ 2.00	\$ 241.40	\$ 3.00	\$ -	\$ 10.95	\$ 255.35
285/40R19	BLT	V SL	706017165	\$ 272.43	\$ 1.00	\$ 2.00	\$ 275.43	\$ 3.00	\$ -	\$ 10.95	\$ 289.38
P235/50R18	VSB	H SL	706018163	\$ 135.38	\$ 1.00	\$ 2.00	\$ 138.38	\$ 3.00	\$ -	\$ 10.95	\$ 152.33
235/45R18	VSB	V SL	706038163	\$ 148.35	\$ 1.00	\$ 2.00	\$ 151.35	\$ 3.00	\$ -	\$ 10.95	\$ 165.30
P235/60R17	XNW	S XL	706052025	\$ 142.72	\$ 1.00	\$ 2.00	\$ 145.72	\$ 3.00	\$ -	\$ 10.95	\$ 159.67
255/55R18	VSB	H SL	706068163	\$ 126.00	\$ 1.00	\$ 2.00	\$ 129.00	\$ 3.00	\$ -	\$ 10.95	\$ 142.95
P275/55R20	B02	S SL	706069165	\$ 146.87	\$ 1.00	\$ 2.00	\$ 149.87	\$ 3.00	\$ -	\$ 10.95	\$ 163.82
245/50R18	BLT	V SL	706070322	\$ 237.27	\$ 1.00	\$ 2.00	\$ 240.27	\$ 3.00	\$ -	\$ 10.95	\$ 254.22
255/45R19	BLT	H XL	706073308	\$ 217.97	\$ 1.00	\$ 2.00	\$ 220.97	\$ 3.00	\$ -	\$ 10.95	\$ 234.92
245/50R18	BLT	W SL	706088322	\$ 251.31	\$ 1.00	\$ 2.00	\$ 254.31	\$ 3.00	\$ -	\$ 10.95	\$ 268.26
255/50R19	VSB	H XL	706110163	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
225/45R17	BLT	H SL	706113308	\$ 90.05	\$ 1.00	\$ 2.00	\$ 93.05	\$ 3.00	\$ -	\$ 10.95	\$ 107.00

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/50R18	VSBL	H SL	706171163	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
P205/55R16	B01	T SL	706180034	\$ 86.46	\$ 1.00	\$ 2.00	\$ 89.46	\$ 3.00	\$ -	\$ 10.95	\$ 103.41
255/40R19	BLT	H XL	706195308	\$ 224.17	\$ 1.00	\$ 2.00	\$ 227.17	\$ 3.00	\$ -	\$ 10.95	\$ 241.12
255/45R18	BLT	H SL	706196308	\$ 211.14	\$ 1.00	\$ 2.00	\$ 214.14	\$ 3.00	\$ -	\$ 10.95	\$ 228.09
P215/45R17	VSBL	H SL	706203163	\$ 113.57	\$ 1.00	\$ 2.00	\$ 116.57	\$ 3.00	\$ -	\$ 10.95	\$ 130.52
265/50R19	BLT	V XL	706215308	\$ 225.05	\$ 1.00	\$ 2.00	\$ 228.05	\$ 3.00	\$ -	\$ 10.95	\$ 242.00
245/45R18	BLT	H XL	706239308	\$ 185.16	\$ 1.00	\$ 2.00	\$ 188.16	\$ 3.00	\$ -	\$ 10.95	\$ 202.11
245/45R18	BLT	V XL	706260322	\$ 220.39	\$ 1.00	\$ 2.00	\$ 223.39	\$ 3.00	\$ -	\$ 10.95	\$ 237.34
245/45R19	BLT	V XL	706280322	\$ 240.57	\$ 1.00	\$ 2.00	\$ 243.57	\$ 3.00	\$ -	\$ 10.95	\$ 257.52
245/40R19	BLT	V XL	706283322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
P225/60R16	B01	S SL	706346034	\$ 98.86	\$ 1.00	\$ 2.00	\$ 101.86	\$ 3.00	\$ -	\$ 10.95	\$ 115.81
235/55R19	BLT	H SL	706356324	\$ 173.64	\$ 1.00	\$ 2.00	\$ 176.64	\$ 3.00	\$ -	\$ 10.95	\$ 190.59
235/45R19	BLT	H SL	706377308	\$ 201.50	\$ 1.00	\$ 2.00	\$ 204.50	\$ 3.00	\$ -	\$ 10.95	\$ 218.45
265/50R19	BLT	V XL	706385308	\$ 234.24	\$ 1.00	\$ 2.00	\$ 237.24	\$ 3.00	\$ -	\$ 10.95	\$ 251.19
275/45R20	BLT	V XL	706386308	\$ 202.13	\$ 1.00	\$ 2.00	\$ 205.13	\$ 3.00	\$ -	\$ 10.95	\$ 219.08
245/40R19	BLT	V XL	706387322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
205/55R16	BLT	H SL	706393308	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
P185/60R15	B01	T SL	706413034	\$ 88.41	\$ 1.00	\$ 2.00	\$ 91.41	\$ 3.00	\$ -	\$ 10.95	\$ 105.36
P235/55R17	B01	H SL	706421034	\$ 155.12	\$ 1.00	\$ 2.00	\$ 158.12	\$ 3.00	\$ -	\$ 10.95	\$ 172.07
225/55R17	VSBL	H SL	706447163	\$ 124.05	\$ 1.00	\$ 2.00	\$ 127.05	\$ 3.00	\$ -	\$ 10.95	\$ 141.00
225/55R17	BLT	H SL	706447308	\$ 156.67	\$ 1.00	\$ 2.00	\$ 159.67	\$ 3.00	\$ -	\$ 10.95	\$ 173.62
P185/60R15	VSBL	T SL	706460492	\$ 79.94	\$ 1.00	\$ 2.00	\$ 82.94	\$ 3.00	\$ -	\$ 10.95	\$ 96.89
P225/65R16	VSBL	H SL	706482163	\$ 87.15	\$ 1.00	\$ 2.00	\$ 90.15	\$ 3.00	\$ -	\$ 10.95	\$ 104.10
P225/55R17	B01	T SL	706486153	\$ 104.94	\$ 1.00	\$ 2.00	\$ 107.94	\$ 3.00	\$ -	\$ 10.95	\$ 121.89
P205/60R16	VSBL	T SL	706536492	\$ 91.12	\$ 1.00	\$ 2.00	\$ 94.12	\$ 3.00	\$ -	\$ 10.95	\$ 108.07
P225/50R18	B01	T SL	706543153	\$ 88.94	\$ 1.00	\$ 2.00	\$ 91.94	\$ 3.00	\$ -	\$ 10.95	\$ 105.89
225/50R17	BLT	H SL	706567163	\$ 155.35	\$ 1.00	\$ 2.00	\$ 158.35	\$ 3.00	\$ -	\$ 10.95	\$ 172.30
225/50R17	BLT	H SL	706567308	\$ 226.18	\$ 1.00	\$ 2.00	\$ 229.18	\$ 3.00	\$ -	\$ 10.95	\$ 243.13
P225/55R18	B01	H SL	706569153	\$ 157.64	\$ 1.00	\$ 2.00	\$ 160.64	\$ 3.00	\$ -	\$ 10.95	\$ 174.59
P225/55R18	VSBL	H SL	706569163	\$ 100.88	\$ 1.00	\$ 2.00	\$ 103.88	\$ 3.00	\$ -	\$ 10.95	\$ 117.83
245/45R17	BLT	H SL	706578163	\$ 147.72	\$ 1.00	\$ 2.00	\$ 150.72	\$ 3.00	\$ -	\$ 10.95	\$ 164.67
245/45R17	BLT	H SL	706578322	\$ 177.95	\$ 1.00	\$ 2.00	\$ 180.95	\$ 3.00	\$ -	\$ 10.95	\$ 194.90
215/55R16	VSBL	H XL	706581163	\$ 119.04	\$ 1.00	\$ 2.00	\$ 122.04	\$ 3.00	\$ -	\$ 10.95	\$ 135.99
265/50R19	BLT	H XL	706598308	\$ 222.91	\$ 1.00	\$ 2.00	\$ 225.91	\$ 3.00	\$ -	\$ 10.95	\$ 239.86
235/45R17	VSBL	H XL	706604163	\$ 138.75	\$ 1.00	\$ 2.00	\$ 141.75	\$ 3.00	\$ -	\$ 10.95	\$ 155.70
P205/70R16	VSBL	T SL	706611163	\$ 110.29	\$ 1.00	\$ 2.00	\$ 113.29	\$ 3.00	\$ -	\$ 10.95	\$ 127.24
P195/65R15	VSBL	S SL	706648163	\$ 64.10	\$ 1.00	\$ 2.00	\$ 67.10	\$ 3.00	\$ -	\$ 10.95	\$ 81.05

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P215/50R17	VSBL		706687163	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
275/50R20	VSBL		706794163	\$ 332.13	\$ 1.00	\$ 2.00	\$ 335.13	\$ 3.00	\$ -	\$ 10.95	\$ 349.08
205/50R17	BSW		706795168	\$ 225.08	\$ 1.00	\$ 2.00	\$ 228.08	\$ 3.00	\$ -	\$ 10.95	\$ 242.03
P235/65R18	VSBL		706901492	\$ 157.33	\$ 1.00	\$ 2.00	\$ 160.33	\$ 3.00	\$ -	\$ 10.95	\$ 174.28
225/55R17	BLT		706923322	\$ 186.51	\$ 1.00	\$ 2.00	\$ 189.51	\$ 3.00	\$ -	\$ 10.95	\$ 203.46
275/45R19	BLT		706928165	\$ 237.67	\$ 1.00	\$ 2.00	\$ 240.67	\$ 3.00	\$ -	\$ 10.95	\$ 254.62
255/55R18	BLT		706939308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
275/45R20	B01		706940165	\$ 230.53	\$ 1.00	\$ 2.00	\$ 233.53	\$ 3.00	\$ -	\$ 10.95	\$ 247.48
275/45R20	BLT		706940308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
255/55R18	VSBL		706999163	\$ 200.87	\$ 1.00	\$ 2.00	\$ 203.87	\$ 3.00	\$ -	\$ 10.95	\$ 217.82
255/55R18	BLT		706999308	\$ 198.20	\$ 1.00	\$ 2.00	\$ 201.20	\$ 3.00	\$ -	\$ 10.95	\$ 215.15
Eagle F1 GS D3											
35/50R18	BLT		709001281	\$ 208.58	\$ 1.00	\$ 2.00	\$ 211.58	\$ 3.00	\$ -	\$ 10.95	\$ 225.53
75/40Z17	VSBL		709254154	\$ 222.09	\$ 1.00	\$ 2.00	\$ 225.09	\$ 3.00	\$ -	\$ 10.95	\$ 239.04
55/45Z17	VSBL		709256154	\$ 210.63	\$ 1.00	\$ 2.00	\$ 213.63	\$ 3.00	\$ -	\$ 10.95	\$ 227.58
85/40Z17	VSBL		709257154	\$ 233.21	\$ 1.00	\$ 2.00	\$ 236.21	\$ 3.00	\$ -	\$ 10.95	\$ 250.16
15/35Z17	VSBL		709260154	\$ 263.49	\$ 1.00	\$ 2.00	\$ 266.49	\$ 3.00	\$ -	\$ 10.95	\$ 280.44
Eagle RS-A											
55/45R20	BSL		732007741	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
55/45R19	VSBL		732016500	\$ 166.87	\$ 1.00	\$ 2.00	\$ 169.87	\$ 3.00	\$ -	\$ 10.95	\$ 183.82
05/55R16	VSBL		732051500	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
P245/40R19	VSBL		732103500	\$ 191.36	\$ 1.00	\$ 2.00	\$ 194.36	\$ 3.00	\$ -	\$ 10.95	\$ 208.31
P225/55R16	VSBL		732127500	\$ 107.49	\$ 1.00	\$ 2.00	\$ 110.49	\$ 3.00	\$ -	\$ 10.95	\$ 124.44
P205/55R16	VSBL		732170500	\$ 73.52	\$ 1.00	\$ 2.00	\$ 76.52	\$ 3.00	\$ -	\$ 10.95	\$ 90.47
P215/55R17	VSBL		732262500	\$ 122.38	\$ 1.00	\$ 2.00	\$ 125.38	\$ 3.00	\$ -	\$ 10.95	\$ 139.33
P235/50R17	VSBL		732277500	\$ 126.09	\$ 1.00	\$ 2.00	\$ 129.09	\$ 3.00	\$ -	\$ 10.95	\$ 143.04
P265/50R20	VSBL		732278500	\$ 234.56	\$ 1.00	\$ 2.00	\$ 237.56	\$ 3.00	\$ -	\$ 10.95	\$ 251.51
P245/45R18	VSBL		732279438	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P245/40R19	VSBL		732293500	\$ 185.82	\$ 1.00	\$ 2.00	\$ 188.82	\$ 3.00	\$ -	\$ 10.95	\$ 202.77
P255/60R17	VSBL		732371500	\$ 179.87	\$ 1.00	\$ 2.00	\$ 182.87	\$ 3.00	\$ -	\$ 10.95	\$ 196.82
P275/60R17	VSBL		732372500	\$ 142.15	\$ 1.00	\$ 2.00	\$ 145.15	\$ 3.00	\$ -	\$ 10.95	\$ 159.10
P235/55R18	VSBL		732373500	\$ 136.23	\$ 1.00	\$ 2.00	\$ 139.23	\$ 3.00	\$ -	\$ 10.95	\$ 153.18
P245/40R19	VSBL		732375500	\$ 191.27	\$ 1.00	\$ 2.00	\$ 194.27	\$ 3.00	\$ -	\$ 10.95	\$ 208.22
195/60R15	VSBL		732401500	\$ 50.06	\$ 1.00	\$ 2.00	\$ 53.06	\$ 3.00	\$ -	\$ 10.95	\$ 67.01
P295/40R20	VSBL		732410500	\$ 238.34	\$ 1.00	\$ 2.00	\$ 241.34	\$ 3.00	\$ -	\$ 10.95	\$ 255.29
P235/50R18	VSBL		732483500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
P205/50R17	VSBL		732491500	\$ 148.01	\$ 1.00	\$ 2.00	\$ 151.01	\$ 3.00	\$ -	\$ 10.95	\$ 164.96

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FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/50R17	BLT	W SL	732514500	\$ 160.44	\$ 1.00	\$ 2.00	\$ 163.44	\$ 3.00	\$ -	\$ 10.95	\$ 177.39
P225/50R17	VS	V SL	732515500	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
P235/45R18	VS	V SL	732516500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
245/45R20	VS	V SL	732548500	\$ 194.54	\$ 1.00	\$ 2.00	\$ 197.54	\$ 3.00	\$ -	\$ 10.95	\$ 211.49
P255/50R20	VS	V SL	732550500	\$ 152.67	\$ 1.00	\$ 2.00	\$ 155.67	\$ 3.00	\$ -	\$ 10.95	\$ 169.62
P255/60R19	VS	H SL	732587500	\$ 164.88	\$ 1.00	\$ 2.00	\$ 167.88	\$ 3.00	\$ -	\$ 10.95	\$ 181.83
P235/60R18	VS	H SL	732601500	\$ 164.47	\$ 1.00	\$ 2.00	\$ 167.47	\$ 3.00	\$ -	\$ 10.95	\$ 181.42
245/45R20	VS	V SL	732603500	\$ 146.15	\$ 1.00	\$ 2.00	\$ 149.15	\$ 3.00	\$ -	\$ 10.95	\$ 163.10
P245/50R20	VS	V SL	732612500	\$ 183.24	\$ 1.00	\$ 2.00	\$ 186.24	\$ 3.00	\$ -	\$ 10.95	\$ 200.19
225/45R18	VS	V SL	732614500	\$ 181.60	\$ 1.00	\$ 2.00	\$ 184.60	\$ 3.00	\$ -	\$ 10.95	\$ 198.55
P245/40R19	VS	V SL	732646500	\$ 126.38	\$ 1.00	\$ 2.00	\$ 129.38	\$ 3.00	\$ -	\$ 10.95	\$ 143.33
P205/55R16	VS	V SL	732647500	\$ 184.78	\$ 1.00	\$ 2.00	\$ 187.78	\$ 3.00	\$ -	\$ 10.95	\$ 201.73
P215/45R17	VS	H SL	732674500	\$ 69.11	\$ 1.00	\$ 2.00	\$ 72.11	\$ 3.00	\$ -	\$ 10.95	\$ 86.06
P235/60R18	VS	W SL	732682500	\$ 85.26	\$ 1.00	\$ 2.00	\$ 88.26	\$ 3.00	\$ -	\$ 10.95	\$ 102.21
P235/55R19	VS	V SL	7326770500	\$ 159.34	\$ 1.00	\$ 2.00	\$ 162.34	\$ 3.00	\$ -	\$ 10.95	\$ 176.29
P235/70R16	VS	H SL	732804500	\$ 184.88	\$ 1.00	\$ 2.00	\$ 187.88	\$ 3.00	\$ -	\$ 10.95	\$ 201.83
P245/50R20	VS	H SL	732899500	\$ 163.06	\$ 1.00	\$ 2.00	\$ 166.06	\$ 3.00	\$ -	\$ 10.95	\$ 180.01
P225/55R17	VS	H SL	732941500	\$ 98.73	\$ 1.00	\$ 2.00	\$ 101.73	\$ 3.00	\$ -	\$ 10.95	\$ 115.68
P235/65R17	VS	V SL	732957500	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P235/65R17	VS	H SL	732957500	\$ 151.44	\$ 1.00	\$ 2.00	\$ 154.44	\$ 3.00	\$ -	\$ 10.95	\$ 168.39
P235/65R17	VS	H SL	732957757	\$ 124.68	\$ 1.00	\$ 2.00	\$ 127.68	\$ 3.00	\$ -	\$ 10.95	\$ 141.63
Assurance Fuel Max											
215/65R16	VS	T SL	738016571	\$ 76.84	\$ 1.00	\$ 2.00	\$ 79.84	\$ 3.00	\$ -	\$ 10.95	\$ 93.79
P215/55R16	VS	H SL	738026571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/55R16	VS	H SL	738053571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/60R16	VS	H SL	738057571	\$ 77.73	\$ 1.00	\$ 2.00	\$ 80.73	\$ 3.00	\$ -	\$ 10.95	\$ 94.68
P205/65R16	VS	T SL	738066571	\$ 86.90	\$ 1.00	\$ 2.00	\$ 89.90	\$ 3.00	\$ -	\$ 10.95	\$ 103.85
P195/60R15	VS	H SL	738093571	\$ 63.04	\$ 1.00	\$ 2.00	\$ 66.04	\$ 3.00	\$ -	\$ 10.95	\$ 79.99
P205/60R15	VS	H SL	738148571	\$ 79.34	\$ 1.00	\$ 2.00	\$ 82.34	\$ 3.00	\$ -	\$ 10.95	\$ 96.29
P225/60R17	VS	T SL	738168571	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
P225/60R17	VS	T SL	738198571	\$ 89.38	\$ 1.00	\$ 2.00	\$ 92.38	\$ 3.00	\$ -	\$ 10.95	\$ 106.33
P225/55R17	VS	H SL	738201571	\$ 98.51	\$ 1.00	\$ 2.00	\$ 101.51	\$ 3.00	\$ -	\$ 10.95	\$ 115.46
P235/55R17	VS	H SL	738205571	\$ 97.72	\$ 1.00	\$ 2.00	\$ 100.72	\$ 3.00	\$ -	\$ 10.95	\$ 114.67
P205/70R15	VS	T SL	738265571	\$ 73.04	\$ 1.00	\$ 2.00	\$ 76.04	\$ 3.00	\$ -	\$ 10.95	\$ 89.99
P185/60R15	VS	T SL	738273571	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
P195/65R15	VS	H SL	738274571	\$ 68.61	\$ 1.00	\$ 2.00	\$ 71.61	\$ 3.00	\$ -	\$ 10.95	\$ 85.56
215/70R15	VS	T SL	738280571	\$ 65.40	\$ 1.00	\$ 2.00	\$ 68.40	\$ 3.00	\$ -	\$ 10.95	\$ 82.35

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/65R17	VS	T SL	738285571	\$ 90.62	\$ 1.00	\$ 2.00	\$ 93.62	\$ 3.00	\$ -	\$ 10.95	\$ 107.57
235/65R16	VS	T SL	738287571	\$ 93.16	\$ 1.00	\$ 2.00	\$ 96.16	\$ 3.00	\$ -	\$ 10.95	\$ 110.11
P195/65R15	VS	S SL	738289571	\$ 73.45	\$ 1.00	\$ 2.00	\$ 76.45	\$ 3.00	\$ -	\$ 10.95	\$ 90.40
P235/65R17	VS	H SL	738317571	\$ 92.99	\$ 1.00	\$ 2.00	\$ 95.99	\$ 3.00	\$ -	\$ 10.95	\$ 109.94
P205/50R16	VS	H SL	738318571	\$ 77.23	\$ 1.00	\$ 2.00	\$ 80.23	\$ 3.00	\$ -	\$ 10.95	\$ 94.18
235/60R16	VS	H SL	738334571	\$ 103.90	\$ 1.00	\$ 2.00	\$ 106.90	\$ 3.00	\$ -	\$ 10.95	\$ 120.85
235/60R17	VS	H SL	738335571	\$ 107.62	\$ 1.00	\$ 2.00	\$ 110.62	\$ 3.00	\$ -	\$ 10.95	\$ 124.57
225/55R16	VS	H SL	738336571	\$ 102.96	\$ 1.00	\$ 2.00	\$ 105.96	\$ 3.00	\$ -	\$ 10.95	\$ 119.91
P185/65R14	VS	H SL	738337571	\$ 70.12	\$ 1.00	\$ 2.00	\$ 73.12	\$ 3.00	\$ -	\$ 10.95	\$ 87.07
225/65R16	VS	H SL	738338571	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
215/55R17	VS	V SL	738340571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/50R17	VS	V SL	738372571	\$ 97.50	\$ 1.00	\$ 2.00	\$ 100.50	\$ 3.00	\$ -	\$ 10.95	\$ 114.45
205/65R15	VS	H SL	738403571	\$ 69.35	\$ 1.00	\$ 2.00	\$ 72.35	\$ 3.00	\$ -	\$ 10.95	\$ 86.30
225/60R16	VS	H SL	738407571	\$ 78.81	\$ 1.00	\$ 2.00	\$ 81.81	\$ 3.00	\$ -	\$ 10.95	\$ 95.76
P215/65R17	VS	T SL	738432571	\$ 82.74	\$ 1.00	\$ 2.00	\$ 85.74	\$ 3.00	\$ -	\$ 10.95	\$ 99.69
185/65R15	VS	H SL	738523571	\$ 64.45	\$ 1.00	\$ 2.00	\$ 67.45	\$ 3.00	\$ -	\$ 10.95	\$ 81.40
175/60R16	VS	H SL	738529571	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
215/55R17	VS	V SL	738548571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/45R17	VS	V SL	738567571	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
215/45R17	VS	V SL	738568571	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
P215/50R17	VS	V XL	738569571	\$ 96.15	\$ 1.00	\$ 2.00	\$ 99.15	\$ 3.00	\$ -	\$ 10.95	\$ 113.10
205/60R16	VS	V SL	738570571	\$ 81.36	\$ 1.00	\$ 2.00	\$ 84.36	\$ 3.00	\$ -	\$ 10.95	\$ 98.31
215/60R16	VS	V SL	738571571	\$ 75.65	\$ 1.00	\$ 2.00	\$ 78.65	\$ 3.00	\$ -	\$ 10.95	\$ 92.60
195/55R16	VS	V SL	738604571	\$ 85.64	\$ 1.00	\$ 2.00	\$ 88.64	\$ 3.00	\$ -	\$ 10.95	\$ 102.59
P175/65R15	VS	H SL	738609571	\$ 78.08	\$ 1.00	\$ 2.00	\$ 81.08	\$ 3.00	\$ -	\$ 10.95	\$ 95.03
P215/60R16	VS	H SL	738638571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/60R16	VS	H SL	738704571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/55R17	VS	V SL	738735571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/55R17	VS	V SL	738754571	\$ 107.68	\$ 1.00	\$ 2.00	\$ 110.68	\$ 3.00	\$ -	\$ 10.95	\$ 124.63
Marathon Trailer											
ST185/80R13	BSL	C	762045406	\$ 71.81	\$ 1.00	\$ 2.00	\$ 74.81	\$ 3.00	\$ -	\$ 10.95	\$ 88.76
ST205/75R15	BSL	C	762171406	\$ 80.25	\$ 1.00	\$ 2.00	\$ 83.25	\$ 3.00	\$ -	\$ 10.95	\$ 97.20
ST225/75R15	BSL	C	762172406	\$ 86.61	\$ 1.00	\$ 2.00	\$ 89.61	\$ 3.00	\$ -	\$ 10.95	\$ 103.56
ST225/75R15	BSL	D	762173406	\$ 92.44	\$ 1.00	\$ 2.00	\$ 95.44	\$ 3.00	\$ -	\$ 10.95	\$ 109.39
ST175/80R13	BSL	C	762174406	\$ 67.41	\$ 1.00	\$ 2.00	\$ 70.41	\$ 3.00	\$ -	\$ 10.95	\$ 84.36
ST205/75R14	BSL	C	762176406	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
ST215/75R14	BSL	C	762177406	\$ 85.76	\$ 1.00	\$ 2.00	\$ 88.76	\$ 3.00	\$ -	\$ 10.95	\$ 102.71

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
ST235/80R16	BSL	E	762394406	\$ 126.63	\$ 1.00	\$ 2.00	\$ 129.63	\$ 3.00	\$ -	\$ 10.95	\$ 143.58
ST235/80R16	BSL	D	762400406	\$ 119.48	\$ 1.00	\$ 2.00	\$ 122.48	\$ 3.00	\$ -	\$ 10.95	\$ 136.43
Ultra Grip Winter											
215/65R16	BSW	T SL	766016355	\$ 76.10	\$ 1.00	\$ 2.00	\$ 79.10	\$ 3.00	\$ -	\$ 10.95	\$ 93.05
175/70R14	BSW	T SL	766105355	\$ 49.62	\$ 1.00	\$ 2.00	\$ 52.62	\$ 3.00	\$ -	\$ 10.95	\$ 66.57
185/65R14	BSW	T SL	766106355	\$ 56.55	\$ 1.00	\$ 2.00	\$ 59.55	\$ 3.00	\$ -	\$ 10.95	\$ 73.50
235/65R16	VSBL	T SL	766207358	\$ 84.28	\$ 1.00	\$ 2.00	\$ 87.28	\$ 3.00	\$ -	\$ 10.95	\$ 101.23
205/60R16	VSBL	T SL	766212358	\$ 70.56	\$ 1.00	\$ 2.00	\$ 73.56	\$ 3.00	\$ -	\$ 10.95	\$ 87.51
185/65R15	BSW	T SL	766259355	\$ 59.47	\$ 1.00	\$ 2.00	\$ 62.47	\$ 3.00	\$ -	\$ 10.95	\$ 76.42
215/70R15	BSW	T SL	766280355	\$ 63.16	\$ 1.00	\$ 2.00	\$ 66.16	\$ 3.00	\$ -	\$ 10.95	\$ 80.11
175/65R14	BSW	T SL	766360355	\$ 54.31	\$ 1.00	\$ 2.00	\$ 57.31	\$ 3.00	\$ -	\$ 10.95	\$ 71.26
185/60R14	BSW	T SL	766474355	\$ 56.95	\$ 1.00	\$ 2.00	\$ 59.95	\$ 3.00	\$ -	\$ 10.95	\$ 73.90
185/70R14	BSW	T SL	766476355	\$ 50.47	\$ 1.00	\$ 2.00	\$ 53.47	\$ 3.00	\$ -	\$ 10.95	\$ 67.42
195/65R15	BSW	T SL	766477355	\$ 61.02	\$ 1.00	\$ 2.00	\$ 64.02	\$ 3.00	\$ -	\$ 10.95	\$ 77.97
205/65R15	BSW	T SL	766478355	\$ 63.82	\$ 1.00	\$ 2.00	\$ 66.82	\$ 3.00	\$ -	\$ 10.95	\$ 80.77
235/60R18	VSBL	T XL	766553358	\$ 121.12	\$ 1.00	\$ 2.00	\$ 124.12	\$ 3.00	\$ -	\$ 10.95	\$ 138.07
215/60R16	VSBL	T SL	766562358	\$ 75.75	\$ 1.00	\$ 2.00	\$ 78.75	\$ 3.00	\$ -	\$ 10.95	\$ 92.70
215/55R17	VSBL	T SL	766597358	\$ 93.54	\$ 1.00	\$ 2.00	\$ 96.54	\$ 3.00	\$ -	\$ 10.95	\$ 110.49
235/55R17	VSBL	T SL	766599358	\$ 102.54	\$ 1.00	\$ 2.00	\$ 105.54	\$ 3.00	\$ -	\$ 10.95	\$ 119.49
205/50R17	VSBL	T SL	766600358	\$ 105.35	\$ 1.00	\$ 2.00	\$ 108.35	\$ 3.00	\$ -	\$ 10.95	\$ 122.30
215/60R15	VSBL	T SL	766709358	\$ 67.09	\$ 1.00	\$ 2.00	\$ 70.09	\$ 3.00	\$ -	\$ 10.95	\$ 84.04
195/55R15	VSBL	T SL	766714358	\$ 68.23	\$ 1.00	\$ 2.00	\$ 71.23	\$ 3.00	\$ -	\$ 10.95	\$ 85.18
225/65R16	VSBL	T SL	766715358	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
225/60R16	VSBL	T SL	766716358	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
235/60R16	VSBL	T SL	766718358	\$ 83.24	\$ 1.00	\$ 2.00	\$ 86.24	\$ 3.00	\$ -	\$ 10.95	\$ 100.19
205/55R16	VSBL	T SL	766718358	\$ 76.29	\$ 1.00	\$ 2.00	\$ 79.29	\$ 3.00	\$ -	\$ 10.95	\$ 93.24
215/65R17	VSBL	T SL	766719358	\$ 85.67	\$ 1.00	\$ 2.00	\$ 88.67	\$ 3.00	\$ -	\$ 10.95	\$ 102.62
225/65R17	VSBL	T SL	766720358	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/65R17	VSBL	T SL	766722358	\$ 97.10	\$ 1.00	\$ 2.00	\$ 100.10	\$ 3.00	\$ -	\$ 10.95	\$ 114.05
225/60R17	VSBL	T SL	766723358	\$ 92.63	\$ 1.00	\$ 2.00	\$ 95.63	\$ 3.00	\$ -	\$ 10.95	\$ 109.58
225/55R17	VSBL	T SL	766726358	\$ 97.73	\$ 1.00	\$ 2.00	\$ 100.73	\$ 3.00	\$ -	\$ 10.95	\$ 114.68
235/55R18	VSBL	T SL	766733358	\$ 119.86	\$ 1.00	\$ 2.00	\$ 122.86	\$ 3.00	\$ -	\$ 10.95	\$ 136.81
245/55R19	VSBL	T SL	766734358	\$ 129.34	\$ 1.00	\$ 2.00	\$ 132.34	\$ 3.00	\$ -	\$ 10.95	\$ 146.29
195/70R14	BSW	T SL	766736355	\$ 51.92	\$ 1.00	\$ 2.00	\$ 54.92	\$ 3.00	\$ -	\$ 10.95	\$ 68.87
235/75R15	BSW	T SL	766737355	\$ 74.62	\$ 1.00	\$ 2.00	\$ 77.62	\$ 3.00	\$ -	\$ 10.95	\$ 91.57
205/70R15	BSW	T SL	766738355	\$ 60.83	\$ 1.00	\$ 2.00	\$ 63.83	\$ 3.00	\$ -	\$ 10.95	\$ 77.78
185/60R15	BSW	T SL	766739355	\$ 59.69	\$ 1.00	\$ 2.00	\$ 62.69	\$ 3.00	\$ -	\$ 10.95	\$ 76.64

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
195/60R15	BSW	T SL	766740355	\$ 61.40	\$ 1.00	\$ 2.00	\$ 64.40	\$ 3.00	\$ -	\$ 10.95	\$ 78.35
205/60R15	BSW	T SL	766741355	\$ 63.41	\$ 1.00	\$ 2.00	\$ 66.41	\$ 3.00	\$ -	\$ 10.95	\$ 80.36
205/65R16	BSW	T SL	766758355	\$ 72.73	\$ 1.00	\$ 2.00	\$ 75.73	\$ 3.00	\$ -	\$ 10.95	\$ 89.68
Ultra Grip Ice WRT											
225/60R16	BSW	S SL	780034350	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
205/60R16	BSW	T SL	780212350	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
225/65R16	BSW	S SL	780327350	\$ 87.21	\$ 1.00	\$ 2.00	\$ 90.21	\$ 3.00	\$ -	\$ 10.95	\$ 104.16
235/60R16	BSW	S SL	780328350	\$ 92.94	\$ 1.00	\$ 2.00	\$ 95.94	\$ 3.00	\$ -	\$ 10.95	\$ 109.89
P255/65R18	B03	Q SL	780504404	\$ 130.06	\$ 1.00	\$ 2.00	\$ 133.06	\$ 3.00	\$ -	\$ 10.95	\$ 147.01
P255/60R19	B03	Q SL	780505404	\$ 141.33	\$ 1.00	\$ 2.00	\$ 144.33	\$ 3.00	\$ -	\$ 10.95	\$ 158.28
245/50R20	BSW	S SL	780549350	\$ 147.22	\$ 1.00	\$ 2.00	\$ 150.22	\$ 3.00	\$ -	\$ 10.95	\$ 164.17
235/55R19	BSW	T SL	780550350	\$ 125.40	\$ 1.00	\$ 2.00	\$ 128.40	\$ 3.00	\$ -	\$ 10.95	\$ 142.35
245/55R19	BSW	S SL	780551350	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
235/65R18	BSW	S SL	780552350	\$ 123.48	\$ 1.00	\$ 2.00	\$ 126.48	\$ 3.00	\$ -	\$ 10.95	\$ 140.43
235/60R18	BSW	T XL	780553350	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
245/60R18	BSW	S SL	780554350	\$ 124.27	\$ 1.00	\$ 2.00	\$ 127.27	\$ 3.00	\$ -	\$ 10.95	\$ 141.22
235/55R18	BSW	T SL	780556350	\$ 118.60	\$ 1.00	\$ 2.00	\$ 121.60	\$ 3.00	\$ -	\$ 10.95	\$ 135.55
255/55R18	BSW	S XL	780557350	\$ 130.32	\$ 1.00	\$ 2.00	\$ 133.32	\$ 3.00	\$ -	\$ 10.95	\$ 147.27
225/50R18	BSW	S SL	780558350	\$ 133.90	\$ 1.00	\$ 2.00	\$ 136.90	\$ 3.00	\$ -	\$ 10.95	\$ 150.85
235/60R17	BSW	S SL	780559350	\$ 99.93	\$ 1.00	\$ 2.00	\$ 102.93	\$ 3.00	\$ -	\$ 10.95	\$ 116.88
215/65R16	BW5	S SL	780560350	\$ 84.16	\$ 1.00	\$ 2.00	\$ 87.16	\$ 3.00	\$ -	\$ 10.95	\$ 101.11
225/65R16	BSW	S SL	780561350	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
215/60R16	BSW	T SL	780562350	\$ 84.53	\$ 1.00	\$ 2.00	\$ 87.53	\$ 3.00	\$ -	\$ 10.95	\$ 101.48
205/55R16	BSW	T XL	780563350	\$ 90.42	\$ 1.00	\$ 2.00	\$ 93.42	\$ 3.00	\$ -	\$ 10.95	\$ 107.37
215/55R16	BSW	S XL	780583350	\$ 94.99	\$ 1.00	\$ 2.00	\$ 97.99	\$ 3.00	\$ -	\$ 10.95	\$ 111.94
195/65R15	BSW	S SL	780584350	\$ 70.59	\$ 1.00	\$ 2.00	\$ 73.59	\$ 3.00	\$ -	\$ 10.95	\$ 87.54
215/65R17	BSW	S SL	780585350	\$ 90.52	\$ 1.00	\$ 2.00	\$ 93.52	\$ 3.00	\$ -	\$ 10.95	\$ 107.47
225/60R17	BSW	S SL	780596350	\$ 99.14	\$ 1.00	\$ 2.00	\$ 102.14	\$ 3.00	\$ -	\$ 10.95	\$ 116.09
215/55R17	BSW	T SL	780597350	\$ 103.99	\$ 1.00	\$ 2.00	\$ 106.99	\$ 3.00	\$ -	\$ 10.95	\$ 120.94
225/55R17	BSW	T XL	780598350	\$ 106.57	\$ 1.00	\$ 2.00	\$ 109.57	\$ 3.00	\$ -	\$ 10.95	\$ 123.52
235/55R17	BSW	T SL	780599350	\$ 113.28	\$ 1.00	\$ 2.00	\$ 116.28	\$ 3.00	\$ -	\$ 10.95	\$ 130.23
225/50R17	BSW	T SL	780600350	\$ 124.37	\$ 1.00	\$ 2.00	\$ 127.37	\$ 3.00	\$ -	\$ 10.95	\$ 141.32
225/45R17	BSW	T XL	780640350	\$ 123.61	\$ 1.00	\$ 2.00	\$ 126.61	\$ 3.00	\$ -	\$ 10.95	\$ 140.56
215/50R17	BSW	T XL	780641350	\$ 119.71	\$ 1.00	\$ 2.00	\$ 122.71	\$ 3.00	\$ -	\$ 10.95	\$ 136.66
215/45R17	BSW	T SL	780642350	\$ 116.02	\$ 1.00	\$ 2.00	\$ 119.02	\$ 3.00	\$ -	\$ 10.95	\$ 132.97
225/55R18	BSW	T SL	780643350	\$ 134.12	\$ 1.00	\$ 2.00	\$ 137.12	\$ 3.00	\$ -	\$ 10.95	\$ 151.07
225/45R18	BSW	T SL	780670350	\$ 129.84	\$ 1.00	\$ 2.00	\$ 132.84	\$ 3.00	\$ -	\$ 10.95	\$ 146.79

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
235/45R18	BSW	T SL	780687350	\$ 134.63	\$ 1.00	\$ 2.00	\$ 137.63	\$ 3.00	\$ -	\$ 10.95	\$ 151.58
235/50R18	BSW	T SL	780689350	\$ 137.21	\$ 1.00	\$ 2.00	\$ 140.21	\$ 3.00	\$ -	\$ 10.95	\$ 154.16
235/65R16	BSW	S SL	780703350	\$ 92.22	\$ 1.00	\$ 2.00	\$ 95.22	\$ 3.00	\$ -	\$ 10.95	\$ 109.17
225/65R17	BSW	S SL	780712350	\$ 95.43	\$ 1.00	\$ 2.00	\$ 98.43	\$ 3.00	\$ -	\$ 10.95	\$ 112.38
225/60R17	BSW	S SL	780752350	\$ 95.59	\$ 1.00	\$ 2.00	\$ 98.59	\$ 3.00	\$ -	\$ 10.95	\$ 112.54
Convenience Spares											
T145/80D18	SBL	M LL	818022253	\$ 73.27	\$ 1.00	\$ 2.00	\$ 76.27	\$ 3.00	\$ -	\$ 10.95	\$ 90.22
T135/90D17	SBL	M SL	818052253	\$ 64.13	\$ 1.00	\$ 2.00	\$ 67.13	\$ 3.00	\$ -	\$ 10.95	\$ 81.08
T145/80D17	SBL	M LL	818070253	\$ 68.07	\$ 1.00	\$ 2.00	\$ 71.07	\$ 3.00	\$ -	\$ 10.95	\$ 85.02
T145/90D16	BL	M SL	818208253	\$ 60.67	\$ 1.00	\$ 2.00	\$ 63.67	\$ 3.00	\$ -	\$ 10.95	\$ 77.62
T115/70D15	BL	M SL	818258256	\$ 54.91	\$ 1.00	\$ 2.00	\$ 57.91	\$ 3.00	\$ -	\$ 10.95	\$ 71.86
T125/70D16	BL	M SL	818286253	\$ 56.45	\$ 1.00	\$ 2.00	\$ 59.45	\$ 3.00	\$ -	\$ 10.95	\$ 73.40
T155/90D16	SBL	M SL	818372253	\$ 63.75	\$ 1.00	\$ 2.00	\$ 66.75	\$ 3.00	\$ -	\$ 10.95	\$ 80.70
T135/80D16	BL	M SL	818405450	\$ 59.72	\$ 1.00	\$ 2.00	\$ 62.72	\$ 3.00	\$ -	\$ 10.95	\$ 76.67
Goodyear - Light Truck and Steel Casing											
Steel Casing G633											
8R195		L F	139065028	\$ 265.13	\$ 1.00	\$ 10.00	\$ 276.13	\$ 7.00	\$ 15.00	\$ 22.00	\$ 320.13
Steel Casing Armormax G949 RSA											
LT225/75R16		E	139072303	\$ 238.66	\$ 1.00	\$ 10.00	\$ 249.66	\$ 7.00	\$ 15.00	\$ 22.00	\$ 293.66
LT235/85R16		E	139080303	\$ 249.85	\$ 1.00	\$ 10.00	\$ 260.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 304.85
LT215/85R16		E	139081303	\$ 245.65	\$ 1.00	\$ 10.00	\$ 256.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 300.65
LT245/75R16		E	139082303	\$ 257.35	\$ 1.00	\$ 10.00	\$ 268.35	\$ 7.00	\$ 15.00	\$ 22.00	\$ 312.35
Steel Casing Armormax G933 RSD											
LT225/75R16		E	139072304	\$ 247.28	\$ 1.00	\$ 10.00	\$ 258.28	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.28
LT235/85R16		E	139080304	\$ 254.92	\$ 1.00	\$ 10.00	\$ 265.92	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.92
LT215/85R16		E	139081304	\$ 242.18	\$ 1.00	\$ 10.00	\$ 253.18	\$ 7.00	\$ 15.00	\$ 22.00	\$ 297.18
LT245/75R16		E	139082304	\$ 262.58	\$ 1.00	\$ 10.00	\$ 273.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 317.58
Steel Casing Armormax G947 RSS											
LT225/75R16		E	139072305	\$ 247.33	\$ 1.00	\$ 10.00	\$ 258.33	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.33
LT235/85R16		E	139080305	\$ 252.37	\$ 1.00	\$ 10.00	\$ 263.37	\$ 7.00	\$ 15.00	\$ 22.00	\$ 307.37
LT215/85R16		E	139081305	\$ 244.80	\$ 1.00	\$ 10.00	\$ 255.80	\$ 7.00	\$ 15.00	\$ 22.00	\$ 299.80
LT245/75R16		E	139082305	\$ 259.95	\$ 1.00	\$ 10.00	\$ 270.95	\$ 7.00	\$ 15.00	\$ 22.00	\$ 314.95
Steel Casing Armormax G971											
LT235/85R16		E	139080307	\$ 277.09	\$ 1.00	\$ 10.00	\$ 288.09	\$ 7.00	\$ 15.00	\$ 22.00	\$ 332.09

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT215/85R16		E	139081307	\$ 263.24	\$ 1.00	\$ 10.00	\$ 274.24	\$ 7.00	\$ 15.00	\$ 22.00	\$ 318.24
Steel Casing G647 RSS											
225/70R195	BSL	LG	139172053	\$ 295.68	\$ 1.00	\$ 10.00	\$ 306.68	\$ 7.00	\$ 15.00	\$ 22.00	\$ 350.68
245/70R195	BSL	LG	139177080	\$ 313.42	\$ 1.00	\$ 10.00	\$ 324.42	\$ 7.00	\$ 15.00	\$ 22.00	\$ 368.42
225/70R195		F	139418053	\$ 289.77	\$ 1.00	\$ 10.00	\$ 300.77	\$ 7.00	\$ 15.00	\$ 22.00	\$ 344.77
8R195 F G647		LF	139699080	\$ 270.47	\$ 1.00	\$ 10.00	\$ 281.47	\$ 7.00	\$ 15.00	\$ 22.00	\$ 325.47
Steel Casing G622 RSD											
225/70R195		G	139172205	\$ 299.60	\$ 1.00	\$ 10.00	\$ 310.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 354.60
225/70R195		F	139418205	\$ 293.60	\$ 1.00	\$ 10.00	\$ 304.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 348.60
245/70R195		LG	139913205	\$ 317.57	\$ 1.00	\$ 10.00	\$ 328.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 372.57
Steel Casing Regional RHS											
205/75R17.5	BSW	LF	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 358.85
Steel Casing G614 RST											
LT235/85R16G		G	139229099	\$ 239.57	\$ 1.00	\$ 10.00	\$ 250.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 294.57
Steel Casing G670 RV											
245/70R195		LG	139913050	\$ 376.30	\$ 1.00	\$ 10.00	\$ 387.30	\$ 7.00	\$ 15.00	\$ 22.00	\$ 431.30
225/70R195		F	139418050	\$ 296.93	\$ 1.00	\$ 10.00	\$ 307.93	\$ 7.00	\$ 15.00	\$ 22.00	\$ 351.93
Steel Casing G661 HSA'											
225/70R19.5	B01	LG	139623581	\$ 304.10	\$ 1.00	\$ 10.00	\$ 315.10	\$ 7.00	\$ 15.00	\$ 22.00	\$ 359.10
245/70R19.5	B01	LH	139711581	\$ 323.82	\$ 1.00	\$ 10.00	\$ 334.82	\$ 7.00	\$ 15.00	\$ 22.00	\$ 378.82
Steel Casing Regional RHT II											
245/70R17.5	BLT	JJ	139669527	\$ 271.39	\$ 1.00	\$ 10.00	\$ 282.39	\$ 7.00	\$ 15.00	\$ 22.00	\$ 326.39
Steel Casing G171											
8R195 F G171 TL		LF	139699107	\$ 283.64	\$ 1.00	\$ 10.00	\$ 294.64	\$ 7.00	\$ 15.00	\$ 22.00	\$ 338.64
Steel Casing SP 348											
225/70R19.5		LG	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 295.17
245/70R19.5		LG	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.58
Steel Casing SP 461											
225/70R19.5		LG	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 313.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 329.17
Wrangler RT/S											
P265/70R16	OWL	S SL	137212568	\$ 98.74	\$ 1.00	\$ 2.00	\$ 101.74	\$ 3.00	\$ -	\$ 10.95	\$ 115.69
P235/75R15	OWL	S SL	137719568	\$ 77.14	\$ 1.00	\$ 2.00	\$ 80.14	\$ 3.00	\$ -	\$ 10.95	\$ 94.09

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P255/70R16	OWL	S SL	137840039	\$ 92.57	\$ 1.00	\$ 2.00	\$ 95.57	\$ 3.00	\$ -	\$ 10.95	\$ 109.52
Wrangler Duratrac											
265/65R17	BSL	S SL	150153601	\$ 139.07	\$ 1.00	\$ 2.00	\$ 142.07	\$ 3.00	\$ -	\$ 10.95	\$ 156.02
265/70R17	BSL	S SL	150154601	\$ 134.01	\$ 1.00	\$ 2.00	\$ 137.01	\$ 3.00	\$ -	\$ 10.95	\$ 150.96
255/70R18	BSL	S SL	150524601	\$ 147.71	\$ 1.00	\$ 2.00	\$ 150.71	\$ 3.00	\$ -	\$ 10.95	\$ 164.66
265/60R18	BSL	S SL	150525601	\$ 148.49	\$ 1.00	\$ 2.00	\$ 151.49	\$ 3.00	\$ -	\$ 10.95	\$ 165.44
265/70R16	BSL	S SL	150564601	\$ 128.35	\$ 1.00	\$ 2.00	\$ 131.35	\$ 3.00	\$ -	\$ 10.95	\$ 145.30
255/70R16	BSL	S SL	150567601	\$ 123.05	\$ 1.00	\$ 2.00	\$ 126.05	\$ 3.00	\$ -	\$ 10.95	\$ 140.00
275/55R20	BSL	S SL	150636601	\$ 162.87	\$ 1.00	\$ 2.00	\$ 165.87	\$ 3.00	\$ -	\$ 10.95	\$ 179.82
275/65R18	BSL	S SL	150638601	\$ 153.72	\$ 1.00	\$ 2.00	\$ 156.72	\$ 3.00	\$ -	\$ 10.95	\$ 170.67
265/65R18	BSL	S SL	150644601	\$ 157.74	\$ 1.00	\$ 2.00	\$ 160.74	\$ 3.00	\$ -	\$ 10.95	\$ 174.69
255/55R19	BLT	S XL	150663574	\$ 166.01	\$ 1.00	\$ 2.00	\$ 169.01	\$ 3.00	\$ -	\$ 10.95	\$ 182.96
245/70R17	BSL	S SL	150675601	\$ 130.22	\$ 1.00	\$ 2.00	\$ 133.22	\$ 3.00	\$ -	\$ 10.95	\$ 147.17
275/60R20	BSL	S SL	150678601	\$ 170.38	\$ 1.00	\$ 2.00	\$ 173.38	\$ 3.00	\$ -	\$ 10.95	\$ 187.33
255/75R17	BSL	S SL	150684601	\$ 119.69	\$ 1.00	\$ 2.00	\$ 122.69	\$ 3.00	\$ -	\$ 10.95	\$ 136.64
31X10.50R15LT	OWL	Q C	312007027	\$ 128.68	\$ 1.00	\$ 2.00	\$ 131.68	\$ 3.00	\$ -	\$ 10.95	\$ 145.63
LT235/75R15	OWL	Q C	312008027	\$ 128.64	\$ 1.00	\$ 2.00	\$ 131.64	\$ 3.00	\$ -	\$ 10.95	\$ 145.59
LT225/75R16	BSL	Q E	312009142	\$ 137.47	\$ 1.00	\$ 2.00	\$ 140.47	\$ 3.00	\$ -	\$ 10.95	\$ 154.42
LT215/85R16	BSL	Q E	312010142	\$ 135.86	\$ 1.00	\$ 2.00	\$ 138.86	\$ 3.00	\$ -	\$ 10.95	\$ 152.81
LT275/65R18	BSL	Q E	312011142	\$ 189.98	\$ 1.00	\$ 2.00	\$ 192.98	\$ 3.00	\$ -	\$ 10.95	\$ 206.93
LT275/70R18	BSL	Q E	312012142	\$ 192.12	\$ 1.00	\$ 2.00	\$ 195.12	\$ 3.00	\$ -	\$ 10.95	\$ 209.07
LT315/75R16	BSL	Q E	312013142	\$ 190.14	\$ 1.00	\$ 2.00	\$ 193.14	\$ 3.00	\$ -	\$ 10.95	\$ 207.09
LT265/70R17	BSL	Q E	312014142	\$ 176.50	\$ 1.00	\$ 2.00	\$ 179.50	\$ 3.00	\$ -	\$ 10.95	\$ 193.45
LT285/70R17	OWL	Q D	312015027	\$ 198.50	\$ 1.00	\$ 2.00	\$ 201.50	\$ 3.00	\$ -	\$ 10.95	\$ 215.45
LT325/65R18	BSL	Q E	312016142	\$ 258.52	\$ 1.00	\$ 2.00	\$ 261.52	\$ 3.00	\$ -	\$ 10.95	\$ 275.47
LT245/75R16	OWL	Q C	312017027	\$ 128.76	\$ 1.00	\$ 2.00	\$ 131.76	\$ 3.00	\$ -	\$ 10.95	\$ 145.71
LT265/75R16	OWL	Q C	312018027	\$ 139.66	\$ 1.00	\$ 2.00	\$ 142.66	\$ 3.00	\$ -	\$ 10.95	\$ 156.61
LT265/70R17	OWL	Q C	312019027	\$ 168.94	\$ 1.00	\$ 2.00	\$ 171.94	\$ 3.00	\$ -	\$ 10.95	\$ 185.89
33X12.50R15LT	OWL	Q C	312020027	\$ 150.52	\$ 1.00	\$ 2.00	\$ 153.52	\$ 3.00	\$ -	\$ 10.95	\$ 167.47
LT245/70R17	BSL	Q E	312022142	\$ 150.89	\$ 1.00	\$ 2.00	\$ 153.89	\$ 3.00	\$ -	\$ 10.95	\$ 167.84
LT245/75R17	OWL	Q E	312023027	\$ 164.59	\$ 1.00	\$ 2.00	\$ 167.59	\$ 3.00	\$ -	\$ 10.95	\$ 181.54
LT295/65R18	BSL	P E	312024142	\$ 220.51	\$ 1.00	\$ 2.00	\$ 223.51	\$ 3.00	\$ -	\$ 10.95	\$ 237.46
LT275/65R20	BSL	Q E	312025142	\$ 237.44	\$ 1.00	\$ 2.00	\$ 240.44	\$ 3.00	\$ -	\$ 10.95	\$ 254.39
LT285/60R20	BSL	Q E	312028142	\$ 267.81	\$ 1.00	\$ 2.00	\$ 270.81	\$ 3.00	\$ -	\$ 10.95	\$ 284.76
LT325/60R20	BSL	Q E	312029142	\$ 328.44	\$ 1.00	\$ 2.00	\$ 331.44	\$ 3.00	\$ -	\$ 10.95	\$ 345.39
LT305/55R20	BSL	Q E	312030142	\$ 286.48	\$ 1.00	\$ 2.00	\$ 289.48	\$ 3.00	\$ -	\$ 10.95	\$ 303.43
LT315/70R17	BSL	Q D	312031142	\$ 220.04	\$ 1.00	\$ 2.00	\$ 223.04	\$ 3.00	\$ -	\$ 10.95	\$ 236.99

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LT235/80R17	BSL	Q E	312032142	\$ 164.72	\$ 1.00	\$ 2.00	\$ 167.72	\$ 3.00	\$ -	\$ 10.95	\$ 181.67
LT265/75R16	BSL	Q E	312034142	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT285/75R16	BSL	P E	312035142	\$ 160.24	\$ 1.00	\$ 2.00	\$ 163.24	\$ 3.00	\$ -	\$ 10.95	\$ 177.19
LT235/85R16	BSL	Q E	312036142	\$ 140.24	\$ 1.00	\$ 2.00	\$ 143.24	\$ 3.00	\$ -	\$ 10.95	\$ 157.19
LT245/75R16	OWL	Q E	312249027	\$ 145.89	\$ 1.00	\$ 2.00	\$ 148.89	\$ 3.00	\$ -	\$ 10.95	\$ 162.84
Fortera											
P245/70R17	OWL	T SL	151056164	\$ 158.05	\$ 1.00	\$ 2.00	\$ 161.05	\$ 3.00	\$ -	\$ 10.95	\$ 175.00
P245/70R17	VSBL	T SL	151056203	\$ 154.60	\$ 1.00	\$ 2.00	\$ 157.60	\$ 3.00	\$ -	\$ 10.95	\$ 171.55
265/50R20	VSBL	T SL	151093203	\$ 190.54	\$ 1.00	\$ 2.00	\$ 193.54	\$ 3.00	\$ -	\$ 10.95	\$ 207.49
P245/65R17	VSBL	T SL	151166203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VSBL	S SL	151284203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VSBL	T SL	151494203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P255/65R18	BSL	S SL	151559248	\$ 176.62	\$ 1.00	\$ 2.00	\$ 179.62	\$ 3.00	\$ -	\$ 10.95	\$ 193.57
285/45R22	VSBL	H XL	151621163	\$ 197.55	\$ 1.00	\$ 2.00	\$ 200.55	\$ 3.00	\$ -	\$ 10.95	\$ 214.50
305/40R22	VSBL	H RE	151774163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
305/45R22	VSBL	H RE	151775163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
P235/60R18	VSBL	T SL	151976203	\$ 181.66	\$ 1.00	\$ 2.00	\$ 184.66	\$ 3.00	\$ -	\$ 10.95	\$ 198.61
P245/65R17	OWL	S SL	151986164	\$ 162.49	\$ 1.00	\$ 2.00	\$ 165.49	\$ 3.00	\$ -	\$ 10.95	\$ 179.44
Wrangler Fortitude											
265/70R17	OWL	T SL	157042620	\$ 123.58	\$ 1.00	\$ 2.00	\$ 126.58	\$ 3.00	\$ -	\$ 10.95	\$ 140.53
265/70R16	BSL	T SL	157045622	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
275/65R18	OWL	T SL	157066620	\$ 137.32	\$ 1.00	\$ 2.00	\$ 140.32	\$ 3.00	\$ -	\$ 10.95	\$ 154.27
255/65R17	BSL	T SL	157089622	\$ 132.07	\$ 1.00	\$ 2.00	\$ 135.07	\$ 3.00	\$ -	\$ 10.95	\$ 149.02
265/60R18	BSL	T SL	157076622	\$ 136.85	\$ 1.00	\$ 2.00	\$ 139.85	\$ 3.00	\$ -	\$ 10.95	\$ 153.80
Wrangler SR-A											
LT265/60R20	VSBL	S E	179020436	\$ 130.31	\$ 1.00	\$ 2.00	\$ 133.31	\$ 3.00	\$ -	\$ 10.95	\$ 147.26
LT275/65R18	OWL	Q E	179029492	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
LT265/70R18	VSBL	S E	179040436	\$ 158.94	\$ 1.00	\$ 2.00	\$ 161.94	\$ 3.00	\$ -	\$ 10.95	\$ 175.89
LT235/80R17	VSBL	R E	179136436	\$ 138.76	\$ 1.00	\$ 2.00	\$ 141.76	\$ 3.00	\$ -	\$ 10.95	\$ 155.71
LT245/70R17	OWL	R E	179469492	\$ 146.73	\$ 1.00	\$ 2.00	\$ 149.73	\$ 3.00	\$ -	\$ 10.95	\$ 163.68
31X10.50R15LT	OWL	R C	179510492	\$ 113.31	\$ 1.00	\$ 2.00	\$ 116.31	\$ 3.00	\$ -	\$ 10.95	\$ 130.26
LT265/70R17	OWL	R E	179535492	\$ 159.87	\$ 1.00	\$ 2.00	\$ 162.87	\$ 3.00	\$ -	\$ 10.95	\$ 176.82
LT285/75R16	OWL	R E	179585492	\$ 158.48	\$ 1.00	\$ 2.00	\$ 161.48	\$ 3.00	\$ -	\$ 10.95	\$ 175.43
LT245/75R17	OWL	R E	179636492	\$ 151.29	\$ 1.00	\$ 2.00	\$ 154.29	\$ 3.00	\$ -	\$ 10.95	\$ 168.24
LT275/70R18	OWL	R E	179646492	\$ 173.54	\$ 1.00	\$ 2.00	\$ 176.54	\$ 3.00	\$ -	\$ 10.95	\$ 190.49
LT265/70R17	BSL	S E	179696217	\$ 158.26	\$ 1.00	\$ 2.00	\$ 161.26	\$ 3.00	\$ -	\$ 10.95	\$ 175.21

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LT235/85R16	BSL	RE	179745217	\$ 129.54	\$ 1.00	\$ 2.00	\$ 132.54	\$ 3.00	\$ -	\$ 10.95	\$ 146.49
LT265/75R16	OWL	RE	179746492	\$ 138.95	\$ 1.00	\$ 2.00	\$ 141.95	\$ 3.00	\$ -	\$ 10.95	\$ 155.90
LT245/75R16	BSL	RE	179747217	\$ 133.98	\$ 1.00	\$ 2.00	\$ 136.98	\$ 3.00	\$ -	\$ 10.95	\$ 150.93
LT225/75R16	BSL	RE	179748217	\$ 124.39	\$ 1.00	\$ 2.00	\$ 127.39	\$ 3.00	\$ -	\$ 10.95	\$ 141.34
LT215/85R16	BSL	PE	179751217	\$ 124.23	\$ 1.00	\$ 2.00	\$ 127.23	\$ 3.00	\$ -	\$ 10.95	\$ 141.18
245/60R18	VSBL	TS	183001436	\$ 131.33	\$ 1.00	\$ 2.00	\$ 134.33	\$ 3.00	\$ -	\$ 10.95	\$ 148.28
P225/75R16	OWL	SSL	183017418	\$ 100.29	\$ 1.00	\$ 2.00	\$ 103.29	\$ 3.00	\$ -	\$ 10.95	\$ 117.24
215/70R16	VSBL	SSL	183021436	\$ 78.04	\$ 1.00	\$ 2.00	\$ 81.04	\$ 3.00	\$ -	\$ 10.95	\$ 94.99
P215/75R15	OWL	SSL	183025418	\$ 84.08	\$ 1.00	\$ 2.00	\$ 87.08	\$ 3.00	\$ -	\$ 10.95	\$ 101.03
P265/70R15	OWL	SSL	183050418	\$ 107.08	\$ 1.00	\$ 2.00	\$ 110.08	\$ 3.00	\$ -	\$ 10.95	\$ 124.03
P265/65R18	BSL	TS	183051217	\$ 143.05	\$ 1.00	\$ 2.00	\$ 146.05	\$ 3.00	\$ -	\$ 10.95	\$ 160.00
P265/65R18	OWL	TS	183051492	\$ 145.40	\$ 1.00	\$ 2.00	\$ 148.40	\$ 3.00	\$ -	\$ 10.95	\$ 162.35
225/70R16	OWL	TS	183054418	\$ 85.41	\$ 1.00	\$ 2.00	\$ 88.41	\$ 3.00	\$ -	\$ 10.95	\$ 102.36
P225/75R15	OWL	SSL	183064418	\$ 86.43	\$ 1.00	\$ 2.00	\$ 89.43	\$ 3.00	\$ -	\$ 10.95	\$ 103.38
P275/55R20	BSL	SSL	183102217	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
P235/65R17	OWL	SSL	183105418	\$ 108.09	\$ 1.00	\$ 2.00	\$ 111.09	\$ 3.00	\$ -	\$ 10.95	\$ 125.04
P265/70R17	OWL	RSL	183106418	\$ 113.34	\$ 1.00	\$ 2.00	\$ 116.34	\$ 3.00	\$ -	\$ 10.95	\$ 130.29
P265/70R17	VSBL	RSL	183106436	\$ 113.68	\$ 1.00	\$ 2.00	\$ 116.68	\$ 3.00	\$ -	\$ 10.95	\$ 130.63
P255/75R17	OWL	SSL	183107418	\$ 111.43	\$ 1.00	\$ 2.00	\$ 114.43	\$ 3.00	\$ -	\$ 10.95	\$ 128.38
P245/70R17	VSBL	SSL	183114470	\$ 117.16	\$ 1.00	\$ 2.00	\$ 120.16	\$ 3.00	\$ -	\$ 10.95	\$ 134.11
P265/70R16	OWL	SSL	183212418	\$ 116.76	\$ 1.00	\$ 2.00	\$ 119.76	\$ 3.00	\$ -	\$ 10.95	\$ 133.71
P245/75R16	OWL	SSL	183217418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P245/65R17	OWL	SSL	183284418	\$ 111.11	\$ 1.00	\$ 2.00	\$ 114.11	\$ 3.00	\$ -	\$ 10.95	\$ 128.06
P245/70R16	VSBL	SSL	183293436	\$ 96.46	\$ 1.00	\$ 2.00	\$ 99.46	\$ 3.00	\$ -	\$ 10.95	\$ 113.41
P235/75R15	OWL	SSL	183406418	\$ 84.24	\$ 1.00	\$ 2.00	\$ 87.24	\$ 3.00	\$ -	\$ 10.95	\$ 101.19
P235/70R16	OWL	SSL	183407418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P235/70R15	OWL	SSL	183408418	\$ 83.93	\$ 1.00	\$ 2.00	\$ 86.93	\$ 3.00	\$ -	\$ 10.95	\$ 100.88
P225/70R15	OWL	SSL	183482418	\$ 84.79	\$ 1.00	\$ 2.00	\$ 87.79	\$ 3.00	\$ -	\$ 10.95	\$ 101.74
P265/70R18	OWL	SSL	183487418	\$ 141.02	\$ 1.00	\$ 2.00	\$ 144.02	\$ 3.00	\$ -	\$ 10.95	\$ 157.97
P275/65R18	OWL	SSL	183538418	\$ 142.25	\$ 1.00	\$ 2.00	\$ 145.25	\$ 3.00	\$ -	\$ 10.95	\$ 159.20
P235/75R17	OWL	SSL	183539418	\$ 115.84	\$ 1.00	\$ 2.00	\$ 118.84	\$ 3.00	\$ -	\$ 10.95	\$ 132.79
P255/70R17	OWL	SSL	183540418	\$ 112.35	\$ 1.00	\$ 2.00	\$ 115.35	\$ 3.00	\$ -	\$ 10.95	\$ 129.30
P265/60R18	VSBL	TS	183558436	\$ 135.18	\$ 1.00	\$ 2.00	\$ 138.18	\$ 3.00	\$ -	\$ 10.95	\$ 152.13
P255/65R17	OWL	SSL	183579418	\$ 117.41	\$ 1.00	\$ 2.00	\$ 120.41	\$ 3.00	\$ -	\$ 10.95	\$ 134.36
P245/70R16	OWL	SSL	183597418	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
P255/70R16	OWL	SSL	183601418	\$ 105.19	\$ 1.00	\$ 2.00	\$ 108.19	\$ 3.00	\$ -	\$ 10.95	\$ 122.14
P265/65R17	VSBL	SSL	183602436	\$ 133.21	\$ 1.00	\$ 2.00	\$ 136.21	\$ 3.00	\$ -	\$ 10.95	\$ 150.16

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P255/70R18	OWL	T SL	183612418	\$ 138.58	\$ 1.00	\$ 2.00	\$ 141.58	\$ 3.00	\$ -	\$ 10.95	\$ 155.53
P265/50R20	VSBL	S SL	183675436	\$ 144.97	\$ 1.00	\$ 2.00	\$ 147.97	\$ 3.00	\$ -	\$ 10.95	\$ 161.92
P215/65R17	OWL	S SL	183678418	\$ 75.51	\$ 1.00	\$ 2.00	\$ 78.51	\$ 3.00	\$ -	\$ 10.95	\$ 92.46
P235/75R16	OWL	S XL	183680418	\$ 105.73	\$ 1.00	\$ 2.00	\$ 108.73	\$ 3.00	\$ -	\$ 10.95	\$ 122.68
P265/75R15	OWL	S SL	183753418	\$ 108.34	\$ 1.00	\$ 2.00	\$ 111.34	\$ 3.00	\$ -	\$ 10.95	\$ 125.29
P235/70R17	OWL	S XL	183783418	\$ 128.71	\$ 1.00	\$ 2.00	\$ 131.71	\$ 3.00	\$ -	\$ 10.95	\$ 145.66
P265/75R16	OWL	S SL	183857418	\$ 110.62	\$ 1.00	\$ 2.00	\$ 113.62	\$ 3.00	\$ -	\$ 10.95	\$ 127.57
P275/60R20	VSBL	S SL	183934436	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	VSBL	S SL	183934470	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	OWL	S SL	183934492	\$ 112.29	\$ 1.00	\$ 2.00	\$ 115.29	\$ 3.00	\$ -	\$ 10.95	\$ 129.24
P255/65R16	OWL	S SL	183987418	\$ 118.27	\$ 1.00	\$ 2.00	\$ 121.27	\$ 3.00	\$ -	\$ 10.95	\$ 135.22
Fierce Attitude M/T											
P215/75R16	BSL	P E	357194294	\$ 174.37	\$ 1.00	\$ 2.00	\$ 177.37	\$ 3.00	\$ -	\$ 10.95	\$ 191.32
P235/85R16	BSL	P E	357328294	\$ 125.99	\$ 1.00	\$ 2.00	\$ 128.99	\$ 3.00	\$ -	\$ 10.95	\$ 142.94
P265/75R16	BSL	P E	357334294	\$ 139.54	\$ 1.00	\$ 2.00	\$ 142.54	\$ 3.00	\$ -	\$ 10.95	\$ 156.49
P255/75R16	BSL	P D	357351294	\$ 186.75	\$ 1.00	\$ 2.00	\$ 189.75	\$ 3.00	\$ -	\$ 10.95	\$ 203.70
P265/70R17	BSL	P E	357368294	\$ 146.26	\$ 1.00	\$ 2.00	\$ 149.26	\$ 3.00	\$ -	\$ 10.95	\$ 163.21
P275/70R18	BSL	P E	357379294	\$ 187.12	\$ 1.00	\$ 2.00	\$ 190.12	\$ 3.00	\$ -	\$ 10.95	\$ 204.07
P285/70R17	OWL	P D	357435295	\$ 168.05	\$ 1.00	\$ 2.00	\$ 171.05	\$ 3.00	\$ -	\$ 10.95	\$ 185.00
P275/65R18	BSW	P E	357442088	\$ 183.94	\$ 1.00	\$ 2.00	\$ 186.94	\$ 3.00	\$ -	\$ 10.95	\$ 200.89
P325/65R18	BSL	P E	357523294	\$ 198.01	\$ 1.00	\$ 2.00	\$ 201.01	\$ 3.00	\$ -	\$ 10.95	\$ 214.96
P285/75R16	BSL	P E	357584294	\$ 148.92	\$ 1.00	\$ 2.00	\$ 151.92	\$ 3.00	\$ -	\$ 10.95	\$ 165.87
P245/75R16	BSL	P E	357797294	\$ 129.88	\$ 1.00	\$ 2.00	\$ 132.88	\$ 3.00	\$ -	\$ 10.95	\$ 146.83
P225/75R16	BSL	P E	357814294	\$ 122.29	\$ 1.00	\$ 2.00	\$ 125.29	\$ 3.00	\$ -	\$ 10.95	\$ 139.24
Wrangler HP											
P235/65R17	VSBL	S SL	403105174	\$ 143.95	\$ 1.00	\$ 2.00	\$ 146.95	\$ 3.00	\$ -	\$ 10.95	\$ 160.90
P215/70R16	VSBL	S SL	403113174	\$ 115.40	\$ 1.00	\$ 2.00	\$ 118.40	\$ 3.00	\$ -	\$ 10.95	\$ 132.35
P215/70R16	VSBL	H SL	403207174	\$ 112.07	\$ 1.00	\$ 2.00	\$ 115.07	\$ 3.00	\$ -	\$ 10.95	\$ 129.02
P265/70R17	VSBL	S SL	403422171	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403422658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403767658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P275/60R20	OWL	S SL	403934169	\$ 167.56	\$ 1.00	\$ 2.00	\$ 170.56	\$ 3.00	\$ -	\$ 10.95	\$ 184.51
P275/60R20	VSBL	S SL	403934174	\$ 163.51	\$ 1.00	\$ 2.00	\$ 166.51	\$ 3.00	\$ -	\$ 10.95	\$ 180.46
Wrangler AT/S											
P265/70R17	OWL	S SL	410422176	\$ 114.17	\$ 1.00	\$ 2.00	\$ 117.17	\$ 3.00	\$ -	\$ 10.95	\$ 131.12
P265/70R17	BSL	S SL	410422177	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT215/75R15	BSL	S D	411154177	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
LT275/65R20	OWL	S E	411303176	\$ 218.47	\$ 1.00	\$ 2.00	\$ 221.47	\$ 3.00	\$ -	\$ 10.95	\$ 235.42
LT275/65R18	OWL	S C	411958176	\$ 158.11	\$ 1.00	\$ 2.00	\$ 161.11	\$ 3.00	\$ -	\$ 10.95	\$ 175.06
Radial LS											
LT235/60R17	VSB	S E	723121631	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
LT235/60R17	XNW	S E	723297011	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
Wrangler HP All Weather											
255/55R19	BLT	V XL	727018232	\$ 340.04	\$ 1.00	\$ 2.00	\$ 343.04	\$ 3.00	\$ -	\$ 10.95	\$ 356.99
245/65R17	BLT	H SL	727594332	\$ 234.70	\$ 1.00	\$ 2.00	\$ 237.70	\$ 3.00	\$ -	\$ 10.95	\$ 251.65
Wrangler Armortrac											
P225/75R15	OWL	T SL	741490334	\$ 81.90	\$ 1.00	\$ 2.00	\$ 84.90	\$ 3.00	\$ -	\$ 10.95	\$ 98.85
P235/70R16	OWL	T SL	741492334	\$ 102.47	\$ 1.00	\$ 2.00	\$ 105.47	\$ 3.00	\$ -	\$ 10.95	\$ 119.42
P245/65R17	BSL	T SL	741494333	\$ 116.70	\$ 1.00	\$ 2.00	\$ 119.70	\$ 3.00	\$ -	\$ 10.95	\$ 133.65
P245/70R16	OWL	T SL	741495334	\$ 108.19	\$ 1.00	\$ 2.00	\$ 111.19	\$ 3.00	\$ -	\$ 10.95	\$ 125.14
P245/75R16	OWL	T SL	741496334	\$ 101.67	\$ 1.00	\$ 2.00	\$ 104.67	\$ 3.00	\$ -	\$ 10.95	\$ 118.62
P265/70R16	OWL	T SL	741500334	\$ 110.07	\$ 1.00	\$ 2.00	\$ 113.07	\$ 3.00	\$ -	\$ 10.95	\$ 127.02
P265/70R17	OWL	T SL	741501334	\$ 125.06	\$ 1.00	\$ 2.00	\$ 128.06	\$ 3.00	\$ -	\$ 10.95	\$ 142.01
P265/75R16	OWL	T SL	741503334	\$ 104.11	\$ 1.00	\$ 2.00	\$ 107.11	\$ 3.00	\$ -	\$ 10.95	\$ 121.06
P235/75R15	OWL	T XL	741507334	\$ 86.22	\$ 1.00	\$ 2.00	\$ 89.22	\$ 3.00	\$ -	\$ 10.95	\$ 103.17
P245/70R17	BSL	T SL	741508333	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
P275/65R18	OWL	T SL	741538334	\$ 154.81	\$ 1.00	\$ 2.00	\$ 157.81	\$ 3.00	\$ -	\$ 10.95	\$ 171.76
P265/60R18	OWL	T SL	741558334	\$ 127.44	\$ 1.00	\$ 2.00	\$ 130.44	\$ 3.00	\$ -	\$ 10.95	\$ 144.39
P255/70R18	OWL	T SL	741612334	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
P275/60R20	OWL	T SL	741649334	\$ 148.02	\$ 1.00	\$ 2.00	\$ 151.02	\$ 3.00	\$ -	\$ 10.95	\$ 164.97
P225/70R15	OWL	T SL	741734334	\$ 84.58	\$ 1.00	\$ 2.00	\$ 87.58	\$ 3.00	\$ -	\$ 10.95	\$ 101.53
LT265/70R17	OWL	RE	742535334	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT245/75R17	OWL	RE	742636334	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT265/75R16	OWL	RE	742746334	\$ 136.66	\$ 1.00	\$ 2.00	\$ 139.66	\$ 3.00	\$ -	\$ 10.95	\$ 153.61
LT245/75R16	BSL	RE	742747333	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
Wrangler HT											
LT215/75R15	BSL	Q D	744154900	\$ 126.67	\$ 1.00	\$ 2.00	\$ 129.67	\$ 3.00	\$ -	\$ 10.95	\$ 143.62
LT245/75R16	BSL	RE	744395900	\$ 129.05	\$ 1.00	\$ 2.00	\$ 132.05	\$ 3.00	\$ -	\$ 10.95	\$ 146.00
LT215/85R16	BSL	E	744821900	\$ 122.01	\$ 1.00	\$ 2.00	\$ 125.01	\$ 3.00	\$ -	\$ 10.95	\$ 138.96
LT235/75R15	BSL	Q C	744826802	\$ 119.20	\$ 1.00	\$ 2.00	\$ 122.20	\$ 3.00	\$ -	\$ 10.95	\$ 136.15
LT225/75R16	BSL	Q E	744830900	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
Assurance CS Tripletrud AS											
P265/65R18	VSBL	H SL	745040516	\$ 133.45	\$ 1.00	\$ 2.00	\$ 136.45	\$ 3.00	\$ -	\$ 10.95	\$ 150.40
P245/65R17	VSBL	T SL	745166516	\$ 117.59	\$ 1.00	\$ 2.00	\$ 120.59	\$ 3.00	\$ -	\$ 10.95	\$ 134.54
P235/65R17	VSBL	H SL	745173516	\$ 111.21	\$ 1.00	\$ 2.00	\$ 114.21	\$ 3.00	\$ -	\$ 10.95	\$ 128.16
P215/70R16	VSBL	T SL	745205516	\$ 93.11	\$ 1.00	\$ 2.00	\$ 96.11	\$ 3.00	\$ -	\$ 10.95	\$ 110.06
P235/55R18	VSBL	V SL	745339516	\$ 129.09	\$ 1.00	\$ 2.00	\$ 132.09	\$ 3.00	\$ -	\$ 10.95	\$ 146.04
P235/70R16	VSBL	T SL	745492516	\$ 99.23	\$ 1.00	\$ 2.00	\$ 102.23	\$ 3.00	\$ -	\$ 10.95	\$ 116.18
P245/70R16	VSBL	T SL	745495516	\$ 103.28	\$ 1.00	\$ 2.00	\$ 106.28	\$ 3.00	\$ -	\$ 10.95	\$ 120.23
P265/70R16	VSBL	T SL	745500516	\$ 109.74	\$ 1.00	\$ 2.00	\$ 112.74	\$ 3.00	\$ -	\$ 10.95	\$ 126.69
P265/70R17	VSBL	T SL	745501516	\$ 114.26	\$ 1.00	\$ 2.00	\$ 117.26	\$ 3.00	\$ -	\$ 10.95	\$ 131.21
P225/70R16	VSBL	T SL	745551516	\$ 95.15	\$ 1.00	\$ 2.00	\$ 98.15	\$ 3.00	\$ -	\$ 10.95	\$ 112.10
P35/60R17	VSBL	H SL	745554516	\$ 116.27	\$ 1.00	\$ 2.00	\$ 119.27	\$ 3.00	\$ -	\$ 10.95	\$ 133.22
P35/60R18	VSBL	H SL	745558516	\$ 127.55	\$ 1.00	\$ 2.00	\$ 130.55	\$ 3.00	\$ -	\$ 10.95	\$ 144.50
P35/60R17	VSBL	H SL	745560516	\$ 119.40	\$ 1.00	\$ 2.00	\$ 122.40	\$ 3.00	\$ -	\$ 10.95	\$ 136.35
P25/65R17	VSBL	H SL	745561516	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95
P235/65R18	VSBL	H SL	745565516	\$ 125.96	\$ 1.00	\$ 2.00	\$ 128.96	\$ 3.00	\$ -	\$ 10.95	\$ 142.91
P45/60R18	VSBL	H SL	745587516	\$ 131.31	\$ 1.00	\$ 2.00	\$ 134.31	\$ 3.00	\$ -	\$ 10.95	\$ 148.26
P35/55R19	VSBL	V SL	745592516	\$ 146.67	\$ 1.00	\$ 2.00	\$ 149.67	\$ 3.00	\$ -	\$ 10.95	\$ 163.62
P245/55R19	VSBL	T SL	745595516	\$ 149.23	\$ 1.00	\$ 2.00	\$ 152.23	\$ 3.00	\$ -	\$ 10.95	\$ 166.18
P265/65R17	VSBL	T SL	745611516	\$ 128.23	\$ 1.00	\$ 2.00	\$ 131.23	\$ 3.00	\$ -	\$ 10.95	\$ 145.18
P255/70R18	VSBL	T SL	745612516	\$ 123.82	\$ 1.00	\$ 2.00	\$ 126.82	\$ 3.00	\$ -	\$ 10.95	\$ 140.77
P255/65R18	VSBL	T SL	745622516	\$ 128.62	\$ 1.00	\$ 2.00	\$ 131.62	\$ 3.00	\$ -	\$ 10.95	\$ 145.57
P255/55R18	VSBL	H XL	745647516	\$ 142.56	\$ 1.00	\$ 2.00	\$ 145.56	\$ 3.00	\$ -	\$ 10.95	\$ 159.51
Wrangler AT Adventure											
LT265/70R18	BSL	S E	748014572	\$ 180.45	\$ 1.00	\$ 2.00	\$ 183.45	\$ 3.00	\$ -	\$ 10.95	\$ 197.40
LT285/60R20	BSL	R E	748015572	\$ 279.26	\$ 1.00	\$ 2.00	\$ 282.26	\$ 3.00	\$ -	\$ 10.95	\$ 296.21
LT285/65R18	BSL	R E	748093572	\$ 192.40	\$ 1.00	\$ 2.00	\$ 195.40	\$ 3.00	\$ -	\$ 10.95	\$ 209.35
LT305/55R20	BSL	R E	748094572	\$ 275.77	\$ 1.00	\$ 2.00	\$ 278.77	\$ 3.00	\$ -	\$ 10.95	\$ 292.72
LT285/70R17	OWL	R E	748096571	\$ 190.08	\$ 1.00	\$ 2.00	\$ 193.08	\$ 3.00	\$ -	\$ 10.95	\$ 207.03
LT285/70R17	BSL	R E	748096572	\$ 182.06	\$ 1.00	\$ 2.00	\$ 185.06	\$ 3.00	\$ -	\$ 10.95	\$ 199.01
LT265/60R20	BSL	R E	748097572	\$ 257.35	\$ 1.00	\$ 2.00	\$ 260.35	\$ 3.00	\$ -	\$ 10.95	\$ 274.30
LT285/55R20	BSL	R E	748101572	\$ 276.08	\$ 1.00	\$ 2.00	\$ 279.08	\$ 3.00	\$ -	\$ 10.95	\$ 293.03
LT245/75R16	OWL	S E	748103571	\$ 152.53	\$ 1.00	\$ 2.00	\$ 155.53	\$ 3.00	\$ -	\$ 10.95	\$ 169.48
LT245/75R16	BSL	S E	748103572	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
LT245/75R17	OWL	S E	748104571	\$ 165.00	\$ 1.00	\$ 2.00	\$ 168.00	\$ 3.00	\$ -	\$ 10.95	\$ 181.95
LT245/75R17	BSL	S E	748104572	\$ 156.48	\$ 1.00	\$ 2.00	\$ 159.48	\$ 3.00	\$ -	\$ 10.95	\$ 173.43
LT275/70R18	OWL	S E	748108571	\$ 191.16	\$ 1.00	\$ 2.00	\$ 194.16	\$ 3.00	\$ -	\$ 10.95	\$ 208.11

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT275/70R18	BSL	SE	748108572	\$ 182.80	\$ 1.00	\$ 2.00	\$ 185.80	\$ 3.00	\$ -	\$ 10.95	\$ 199.75
LT245/70R17	BSL	SE	748120572	\$ 150.98	\$ 1.00	\$ 2.00	\$ 153.98	\$ 3.00	\$ -	\$ 10.95	\$ 167.93
LT275/65R20	OWL	SE	748303571	\$ 262.72	\$ 1.00	\$ 2.00	\$ 265.72	\$ 3.00	\$ -	\$ 10.95	\$ 279.67
LT275/65R20	BSL	SE	748303572	\$ 240.16	\$ 1.00	\$ 2.00	\$ 243.16	\$ 3.00	\$ -	\$ 10.95	\$ 257.11
LT245/70R17	OWL	RE	748469571	\$ 159.74	\$ 1.00	\$ 2.00	\$ 162.74	\$ 3.00	\$ -	\$ 10.95	\$ 176.69
LT245/70R17	BSL	RE	748469572	\$ 152.22	\$ 1.00	\$ 2.00	\$ 155.22	\$ 3.00	\$ -	\$ 10.95	\$ 169.17
31X10.50R15LT	OWL	RC	748510571	\$ 134.57	\$ 1.00	\$ 2.00	\$ 137.57	\$ 3.00	\$ -	\$ 10.95	\$ 151.52
LT215/85R16	BSL	RE	748517572	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT285/75R16	OWL	RE	748585571	\$ 180.52	\$ 1.00	\$ 2.00	\$ 183.52	\$ 3.00	\$ -	\$ 10.95	\$ 197.47
LT285/75R16	BSL	RE	748585572	\$ 171.56	\$ 1.00	\$ 2.00	\$ 174.56	\$ 3.00	\$ -	\$ 10.95	\$ 188.51
LT235/80R17	BSL	RE	748635572	\$ 175.95	\$ 1.00	\$ 2.00	\$ 178.95	\$ 3.00	\$ -	\$ 10.95	\$ 192.90
LT265/70R17	OWL	SE	748661571	\$ 173.66	\$ 1.00	\$ 2.00	\$ 176.66	\$ 3.00	\$ -	\$ 10.95	\$ 190.61
LT265/70R17	BSL	SE	748661572	\$ 167.49	\$ 1.00	\$ 2.00	\$ 170.49	\$ 3.00	\$ -	\$ 10.95	\$ 184.44
LT235/85R16	BSL	RE	748746572	\$ 145.92	\$ 1.00	\$ 2.00	\$ 148.92	\$ 3.00	\$ -	\$ 10.95	\$ 162.87
LT265/75R16	OWL	RE	748746571	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
LT265/75R16	BSL	RE	748746572	\$ 151.54	\$ 1.00	\$ 2.00	\$ 154.54	\$ 3.00	\$ -	\$ 10.95	\$ 168.49
LT225/75R16	BSL	RE	748748572	\$ 145.30	\$ 1.00	\$ 2.00	\$ 148.30	\$ 3.00	\$ -	\$ 10.95	\$ 162.25
LT275/65R18	OWL	SC	748958571	\$ 176.20	\$ 1.00	\$ 2.00	\$ 179.20	\$ 3.00	\$ -	\$ 10.95	\$ 193.15
LT275/65R18	OWL	SE	748965571	\$ 191.31	\$ 1.00	\$ 2.00	\$ 194.31	\$ 3.00	\$ -	\$ 10.95	\$ 208.26
265/70R17	OWL	TSL	758042571	\$ 150.77	\$ 1.00	\$ 2.00	\$ 153.77	\$ 3.00	\$ -	\$ 10.95	\$ 167.72
265/70R17	BSL	TSL	758042572	\$ 142.75	\$ 1.00	\$ 2.00	\$ 145.75	\$ 3.00	\$ -	\$ 10.95	\$ 159.70
265/70R16	OWL	TSL	758043571	\$ 121.73	\$ 1.00	\$ 2.00	\$ 124.73	\$ 3.00	\$ -	\$ 10.95	\$ 138.68
265/75R16	OWL	TSL	758045571	\$ 142.50	\$ 1.00	\$ 2.00	\$ 145.50	\$ 3.00	\$ -	\$ 10.95	\$ 159.45
245/75R16	OWL	TSL	758057571	\$ 139.32	\$ 1.00	\$ 2.00	\$ 142.32	\$ 3.00	\$ -	\$ 10.95	\$ 156.27
245/75R16	OWL	TSL	758059571	\$ 124.12	\$ 1.00	\$ 2.00	\$ 127.12	\$ 3.00	\$ -	\$ 10.95	\$ 141.07
245/70R17	BSL	TSL	758060572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/65R17	OWL	TSL	758061571	\$ 150.78	\$ 1.00	\$ 2.00	\$ 153.78	\$ 3.00	\$ -	\$ 10.95	\$ 167.73
255/70R16	OWL	TSL	758062571	\$ 132.68	\$ 1.00	\$ 2.00	\$ 135.68	\$ 3.00	\$ -	\$ 10.95	\$ 149.63
275/55R20	OWL	TSL	758065571	\$ 171.44	\$ 1.00	\$ 2.00	\$ 174.44	\$ 3.00	\$ -	\$ 10.95	\$ 188.39
275/55R20	BSL	TSL	758065572	\$ 176.01	\$ 1.00	\$ 2.00	\$ 179.01	\$ 3.00	\$ -	\$ 10.95	\$ 192.96
275/65R18	OWL	TSL	758066571	\$ 175.88	\$ 1.00	\$ 2.00	\$ 178.88	\$ 3.00	\$ -	\$ 10.95	\$ 192.83
255/70R17	OWL	TSL	758067571	\$ 149.41	\$ 1.00	\$ 2.00	\$ 152.41	\$ 3.00	\$ -	\$ 10.95	\$ 166.36
265/65R18	OWL	TSL	758068571	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
255/65R17	OWL	TSL	758069571	\$ 146.11	\$ 1.00	\$ 2.00	\$ 149.11	\$ 3.00	\$ -	\$ 10.95	\$ 163.06
255/65R17	BSL	TSL	758069572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/70R18	OWL	TSL	758070571	\$ 162.77	\$ 1.00	\$ 2.00	\$ 165.77	\$ 3.00	\$ -	\$ 10.95	\$ 179.72
275/60R20	OWL	TSL	758073571	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43

EXHIBIT "1"

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
255/70R18	BSL	T SL	758074572	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
265/60R18	OWL	T SL	758076571	\$ 162.62	\$ 1.00	\$ 2.00	\$ 165.62	\$ 3.00	\$ -	\$ 10.95	\$ 179.57
235/70R17	OWL	T XL	758078571	\$ 144.10	\$ 1.00	\$ 2.00	\$ 147.10	\$ 3.00	\$ -	\$ 10.95	\$ 161.05
235/70R16	BSL	T SL	758079572	\$ 112.47	\$ 1.00	\$ 2.00	\$ 115.47	\$ 3.00	\$ -	\$ 10.95	\$ 129.42
245/70R17	OWL	T SL	758080571	\$ 143.49	\$ 1.00	\$ 2.00	\$ 146.49	\$ 3.00	\$ -	\$ 10.95	\$ 160.44
275/65R18	BSL	T SL	758081572	\$ 167.86	\$ 1.00	\$ 2.00	\$ 170.86	\$ 3.00	\$ -	\$ 10.95	\$ 184.81
275/60R20	BSL	T SL	758082572	\$ 176.38	\$ 1.00	\$ 2.00	\$ 179.38	\$ 3.00	\$ -	\$ 10.95	\$ 193.33
255/60R19	BSL	T SL	758083572	\$ 173.42	\$ 1.00	\$ 2.00	\$ 176.42	\$ 3.00	\$ -	\$ 10.95	\$ 190.37
255/65R18	BSL	T SL	758088572	\$ 153.67	\$ 1.00	\$ 2.00	\$ 156.67	\$ 3.00	\$ -	\$ 10.95	\$ 170.62
235/75R17	BSL	T SL	758089572	\$ 128.36	\$ 1.00	\$ 2.00	\$ 131.36	\$ 3.00	\$ -	\$ 10.95	\$ 145.31
245/65R17	OWL	T SL	758592571	\$ 143.74	\$ 1.00	\$ 2.00	\$ 146.74	\$ 3.00	\$ -	\$ 10.95	\$ 160.69
245/65R17	BSL	T SL	758592572	\$ 134.49	\$ 1.00	\$ 2.00	\$ 137.49	\$ 3.00	\$ -	\$ 10.95	\$ 151.44
245/70R16	OWL	T SL	758762571	\$ 120.62	\$ 1.00	\$ 2.00	\$ 123.62	\$ 3.00	\$ -	\$ 10.95	\$ 137.57
Wrangler MT/R											
35X12.50R20LT	BSL	Q E	750002326	\$ 327.42	\$ 1.00	\$ 2.00	\$ 330.42	\$ 3.00	\$ -	\$ 10.95	\$ 344.37
35X12.50R18LT	BSL	Q E	750032326	\$ 285.89	\$ 1.00	\$ 2.00	\$ 288.89	\$ 3.00	\$ -	\$ 10.95	\$ 302.84
33X12.50R20LT	BSL	Q E	750035326	\$ 305.39	\$ 1.00	\$ 2.00	\$ 308.39	\$ 3.00	\$ -	\$ 10.95	\$ 322.34
37X12.50R16.5LT	BSL	N E	750110215	\$ 543.97	\$ 1.00	\$ 2.00	\$ 546.97	\$ 3.00	\$ -	\$ 10.95	\$ 560.92
LT285/75R18	BSL	P E	750116326	\$ 287.00	\$ 1.00	\$ 2.00	\$ 290.00	\$ 3.00	\$ -	\$ 10.95	\$ 303.95
LT245/70R17	BSL	Q E	750140326	\$ 168.67	\$ 1.00	\$ 2.00	\$ 171.67	\$ 3.00	\$ -	\$ 10.95	\$ 185.62
LT245/75R16	BSL	Q E	750151326	\$ 163.73	\$ 1.00	\$ 2.00	\$ 166.73	\$ 3.00	\$ -	\$ 10.95	\$ 180.68
LT265/70R17	BSL	Q E	750152326	\$ 180.89	\$ 1.00	\$ 2.00	\$ 183.89	\$ 3.00	\$ -	\$ 10.95	\$ 197.84
LT265/75R16	BSL	Q E	750153326	\$ 166.66	\$ 1.00	\$ 2.00	\$ 169.66	\$ 3.00	\$ -	\$ 10.95	\$ 183.61
LT275/65R18	BSL	Q C	750392326	\$ 232.23	\$ 1.00	\$ 2.00	\$ 235.23	\$ 3.00	\$ -	\$ 10.95	\$ 249.18
LT275/70R17	BSL	Q E	750393326	\$ 189.56	\$ 1.00	\$ 2.00	\$ 192.56	\$ 3.00	\$ -	\$ 10.95	\$ 206.51
LT275/70R18	BSL	Q E	750432326	\$ 248.12	\$ 1.00	\$ 2.00	\$ 251.12	\$ 3.00	\$ -	\$ 10.95	\$ 265.07
LT285/70R17	BSL	Q D	750434326	\$ 200.35	\$ 1.00	\$ 2.00	\$ 203.35	\$ 3.00	\$ -	\$ 10.95	\$ 217.30
LT285/65R20	BSL	Q E	750435326	\$ 317.92	\$ 1.00	\$ 2.00	\$ 320.92	\$ 3.00	\$ -	\$ 10.95	\$ 334.87
LT285/75R16	BSL	Q E	750451326	\$ 186.72	\$ 1.00	\$ 2.00	\$ 189.72	\$ 3.00	\$ -	\$ 10.95	\$ 203.67
LT305/70R16	BSL	Q E	750475326	\$ 206.31	\$ 1.00	\$ 2.00	\$ 209.31	\$ 3.00	\$ -	\$ 10.95	\$ 223.26
LT305/70R17	BSL	Q D	750542326	\$ 232.85	\$ 1.00	\$ 2.00	\$ 235.85	\$ 3.00	\$ -	\$ 10.95	\$ 249.80
LT315/70R17	BSL	Q D	750551326	\$ 260.43	\$ 1.00	\$ 2.00	\$ 263.43	\$ 3.00	\$ -	\$ 10.95	\$ 277.38
LT315/75R16	BSL	Q D	750554326	\$ 221.12	\$ 1.00	\$ 2.00	\$ 224.12	\$ 3.00	\$ -	\$ 10.95	\$ 238.07
37X12.50R17LT	BSL	Q D	750578326	\$ 276.85	\$ 1.00	\$ 2.00	\$ 279.85	\$ 3.00	\$ -	\$ 10.95	\$ 293.80
40X13.50R17LT	BSL	Q C	750622326	\$ 410.61	\$ 1.00	\$ 2.00	\$ 413.61	\$ 3.00	\$ -	\$ 10.95	\$ 427.56
42X14.50R17LT	BSL	Q C	750625326	\$ 439.93	\$ 1.00	\$ 2.00	\$ 442.93	\$ 3.00	\$ -	\$ 10.95	\$ 456.88
LT255/75R17	BSL	Q C	750687326	\$ 170.27	\$ 1.00	\$ 2.00	\$ 173.27	\$ 3.00	\$ -	\$ 10.95	\$ 187.22

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT245/75R17	BSL	Q E	750707326	\$ 166.90	\$ 1.00	\$ 2.00	\$ 169.90	\$ 3.00	\$ -	\$ 10.95	\$ 183.85
31X10.50R15LT	BSL	Q C	750710326	\$ 137.00	\$ 1.00	\$ 2.00	\$ 140.00	\$ 3.00	\$ -	\$ 10.95	\$ 153.95
33X12.50R15LT	BSL	Q C	750711326	\$ 155.40	\$ 1.00	\$ 2.00	\$ 158.40	\$ 3.00	\$ -	\$ 10.95	\$ 172.35
35X12.50R15LT	BSL	Q C	750712326	\$ 162.52	\$ 1.00	\$ 2.00	\$ 165.52	\$ 3.00	\$ -	\$ 10.95	\$ 179.47
LT235/85R16	BSL	Q E	750713326	\$ 149.93	\$ 1.00	\$ 2.00	\$ 152.93	\$ 3.00	\$ -	\$ 10.95	\$ 166.88
LT275/65R20	BSL	Q E	750714326	\$ 300.82	\$ 1.00	\$ 2.00	\$ 303.82	\$ 3.00	\$ -	\$ 10.95	\$ 317.77
32X11.50R15LT	BSL	Q C	750732326	\$ 147.28	\$ 1.00	\$ 2.00	\$ 150.28	\$ 3.00	\$ -	\$ 10.95	\$ 164.23
38X14.50R17LT	BSL	Q D	750736326	\$ 353.00	\$ 1.00	\$ 2.00	\$ 356.00	\$ 3.00	\$ -	\$ 10.95	\$ 369.95
35X12.50R17LT	BSL	Q C	750740326	\$ 239.51	\$ 1.00	\$ 2.00	\$ 242.51	\$ 3.00	\$ -	\$ 10.95	\$ 256.46
37X12.50R16.5LT	BSL	N D	750796215	\$ 532.59	\$ 1.00	\$ 2.00	\$ 535.59	\$ 3.00	\$ -	\$ 10.95	\$ 549.54
Assurance CS Fuel Max											
235/60R17	VS	T SL	755032383	\$ 114.93	\$ 1.00	\$ 2.00	\$ 117.93	\$ 3.00	\$ -	\$ 10.95	\$ 131.88
245/70R17	VS	T SL	755056383	\$ 114.53	\$ 1.00	\$ 2.00	\$ 117.53	\$ 3.00	\$ -	\$ 10.95	\$ 131.48
215/70R16	VS	T SL	755205383	\$ 92.95	\$ 1.00	\$ 2.00	\$ 95.95	\$ 3.00	\$ -	\$ 10.95	\$ 109.90
235/70R16	VS	T SL	755206383	\$ 101.58	\$ 1.00	\$ 2.00	\$ 104.58	\$ 3.00	\$ -	\$ 10.95	\$ 118.53
245/65R17	VS	T SL	755228383	\$ 121.51	\$ 1.00	\$ 2.00	\$ 124.51	\$ 3.00	\$ -	\$ 10.95	\$ 138.46
255/70R16	VS	T SL	755276383	\$ 104.51	\$ 1.00	\$ 2.00	\$ 107.51	\$ 3.00	\$ -	\$ 10.95	\$ 121.46
225/70R16	VS	T SL	755281383	\$ 94.61	\$ 1.00	\$ 2.00	\$ 97.61	\$ 3.00	\$ -	\$ 10.95	\$ 111.56
265/75R16	VS	T SL	755292383	\$ 116.12	\$ 1.00	\$ 2.00	\$ 119.12	\$ 3.00	\$ -	\$ 10.95	\$ 133.07
245/75R16	VS	T SL	755293383	\$ 100.35	\$ 1.00	\$ 2.00	\$ 103.35	\$ 3.00	\$ -	\$ 10.95	\$ 117.30
265/70R16	VS	T SL	755317383	\$ 110.99	\$ 1.00	\$ 2.00	\$ 113.99	\$ 3.00	\$ -	\$ 10.95	\$ 127.94
265/65R17	VS	T SL	755338383	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
235/55R18	VS	V SL	755339383	\$ 134.94	\$ 1.00	\$ 2.00	\$ 137.94	\$ 3.00	\$ -	\$ 10.95	\$ 151.89
235/65R18	VS	T SL	755342383	\$ 130.16	\$ 1.00	\$ 2.00	\$ 133.16	\$ 3.00	\$ -	\$ 10.95	\$ 147.11
265/70R18	VS	T SL	755352383	\$ 141.32	\$ 1.00	\$ 2.00	\$ 144.32	\$ 3.00	\$ -	\$ 10.95	\$ 158.27
245/60R18	VS	T SL	755385383	\$ 135.69	\$ 1.00	\$ 2.00	\$ 138.69	\$ 3.00	\$ -	\$ 10.95	\$ 152.64
245/55R19	VS	T SL	755386383	\$ 154.21	\$ 1.00	\$ 2.00	\$ 157.21	\$ 3.00	\$ -	\$ 10.95	\$ 171.16
265/70R17	VS	T SL	755501383	\$ 118.07	\$ 1.00	\$ 2.00	\$ 121.07	\$ 3.00	\$ -	\$ 10.95	\$ 135.02
265/60R18	VS	H SL	755582383	\$ 145.80	\$ 1.00	\$ 2.00	\$ 148.80	\$ 3.00	\$ -	\$ 10.95	\$ 162.75
225/70R18	VS	T SL	755612383	\$ 127.94	\$ 1.00	\$ 2.00	\$ 130.94	\$ 3.00	\$ -	\$ 10.95	\$ 144.89
235/60R18	VS	H SL	755625383	\$ 131.62	\$ 1.00	\$ 2.00	\$ 134.62	\$ 3.00	\$ -	\$ 10.95	\$ 148.57
225/55R19	VS	H SL	755635383	\$ 149.35	\$ 1.00	\$ 2.00	\$ 152.35	\$ 3.00	\$ -	\$ 10.95	\$ 166.30
255/55R18	VS	H XL	755647383	\$ 150.49	\$ 1.00	\$ 2.00	\$ 153.49	\$ 3.00	\$ -	\$ 10.95	\$ 167.44
265/65R18	VS	T SL	755664383	\$ 137.91	\$ 1.00	\$ 2.00	\$ 140.91	\$ 3.00	\$ -	\$ 10.95	\$ 154.86
225/65R17	VS	H SL	755667383	\$ 110.94	\$ 1.00	\$ 2.00	\$ 113.94	\$ 3.00	\$ -	\$ 10.95	\$ 127.89
245/70R16	VS	T SL	755762383	\$ 107.69	\$ 1.00	\$ 2.00	\$ 110.69	\$ 3.00	\$ -	\$ 10.95	\$ 124.64
Wrangler Silent Armor											

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P255/75R17	BSL	T SL	758498188	\$ 149.50	\$ 1.00	\$ 2.00	\$ 152.50	\$ 3.00	\$ -	\$ 10.95	\$ 166.45
P235/75R15	OWL	T XL	758507189	\$ 107.26	\$ 1.00	\$ 2.00	\$ 110.26	\$ 3.00	\$ -	\$ 10.95	\$ 124.21
P275/60R20	OWL	T SL	758649189	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43
P245/75R17	OWL	T SL	758912189	\$ 139.01	\$ 1.00	\$ 2.00	\$ 142.01	\$ 3.00	\$ -	\$ 10.95	\$ 155.96
Wrangler ST											
P215/75R16	VSBL	S SL	773007415	\$ 103.74	\$ 1.00	\$ 2.00	\$ 106.74	\$ 3.00	\$ -	\$ 10.95	\$ 120.69
P225/75R16	VSBL	S SL	773017415	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
P225/75R16	OWL	S SL	773017431	\$ 111.18	\$ 1.00	\$ 2.00	\$ 114.18	\$ 3.00	\$ -	\$ 10.95	\$ 128.13
P265/70R17	BSL	S SL	773422430	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
P265/70R17	OWL	S SL	773422431	\$ 141.91	\$ 1.00	\$ 2.00	\$ 144.91	\$ 3.00	\$ -	\$ 10.95	\$ 158.86
P235/75R16	BSL	S SL	773430430	\$ 107.78	\$ 1.00	\$ 2.00	\$ 110.78	\$ 3.00	\$ -	\$ 10.95	\$ 124.73
P235/75R16	OWL	S SL	773430431	\$ 111.64	\$ 1.00	\$ 2.00	\$ 114.64	\$ 3.00	\$ -	\$ 10.95	\$ 128.59
Goodyear - Medium Truck											
G395 LHS											
11R22.5		LG	138953155	\$ 424.95	\$ 1.00	\$ 10.00	\$ 435.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.95
11R24.5		LG	138955155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
285/75R24.5		LG	756816155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
295/75R22.5		G	756817155	\$ 400.90	\$ 1.00	\$ 10.00	\$ 411.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.90
Marathon LHS II											
295/60R22.5	BLT	K H	756617352	\$ 565.81	\$ 1.00	\$ 10.00	\$ 576.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.81
Marathon LHS II G325											
295/80R22.5	BLT	M H	756655352	\$ 598.85	\$ 1.00	\$ 10.00	\$ 609.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 673.85
G399A LHS Fuel Max											
11R22.5	BSL	LG	138802596	\$ 413.20	\$ 1.00	\$ 10.00	\$ 424.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.20
11R22.5	BSL	LH	138954596	\$ 421.46	\$ 1.00	\$ 10.00	\$ 432.46	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.46
11R24.5	BSL	LH	138813596	\$ 446.75	\$ 1.00	\$ 10.00	\$ 457.75	\$ 7.00	\$ 24.00	\$ 33.00	\$ 521.75
11R24.5	BSL	LG	138810596	\$ 437.99	\$ 1.00	\$ 10.00	\$ 448.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.99
285/75R24.5	BSL	LG	756604596	\$ 429.23	\$ 1.00	\$ 10.00	\$ 440.23	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.23
285/75R24.5	BSL	LH	756405596	\$ 437.82	\$ 1.00	\$ 10.00	\$ 448.82	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.82
295/75R22.5	BSL	LH	756220596	\$ 413.03	\$ 1.00	\$ 10.00	\$ 424.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.03
295/75R22.5	BSL	LG	756817596	\$ 404.94	\$ 1.00	\$ 10.00	\$ 415.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 479.94
Fuel Max LHS											
11R22.5	BSL	LH	138954632	\$ 463.61	\$ 1.00	\$ 10.00	\$ 474.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 538.61
11R22.5	BSL	LG	138802632	\$ 454.52	\$ 1.00	\$ 10.00	\$ 465.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.52

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295/75R22.5	BSL	LH	756220632	\$ 454.34	\$ 1.00	\$ 10.00	\$ 465.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.34
295/75R22.5	BSL	LG	756817632	\$ 445.43	\$ 1.00	\$ 10.00	\$ 456.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 520.43
G362											
11R22.5		LG	138802501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
11R24.5		LG	138810501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
285/75R24.5		LG	756816501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
295/75R22.5		LG	756817501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
G572A LHD Fuel Max											
11R22.5	B01	LH	138954584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R22.5	B01	LG	138953584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R24.5	B01	LH	138956584	\$ 493.62	\$ 1.00	\$ 10.00	\$ 504.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 568.62
11R24.5	B01	LG	138955584	\$ 483.94	\$ 1.00	\$ 10.00	\$ 494.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 558.94
285/75R24.5	B01	LG	756604584	\$ 474.27	\$ 1.00	\$ 10.00	\$ 485.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.27
295/75R22.5	B01	LG	756603584	\$ 447.42	\$ 1.00	\$ 10.00	\$ 458.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.42
G305AT LHD Fuel Max											
11R22.5		LG	138953357	\$ 452.90	\$ 1.00	\$ 10.00	\$ 463.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 527.90
285/75R24.5		LG	756604357	\$ 470.48	\$ 1.00	\$ 10.00	\$ 481.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 545.48
G392A SSD Dura Fuel Max											
445/50R22.5	B01	LL	756432597	\$ 810.65	\$ 1.00	\$ 10.00	\$ 821.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 885.65
Fuel Max LHD G505D											
295/75R22.5	BSL	LG	756603685	\$ 492.16	\$ 1.00	\$ 10.00	\$ 503.16	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.16
G572 1AD Fuel Max											
11R22.5	B01	LG	138953619	\$ 380.17	\$ 1.00	\$ 10.00	\$ 391.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 455.17
295/75R22.5	B01	LG	756817619	\$ 419.84	\$ 1.00	\$ 10.00	\$ 430.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 494.84
Marathon LHT											
435/50R19.5	BLT	JL	756074413	\$ 683.33	\$ 1.00	\$ 10.00	\$ 694.33	\$ 7.00	\$ 24.00	\$ 33.00	\$ 758.33
Marathon LHT SS											
385/65R22.5	BLT	KL	759441413	\$ 711.18	\$ 1.00	\$ 10.00	\$ 722.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 786.18
G314											
11R22.5		G	138802503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42
11R24.5		G	138810503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
285/75R24.5		G	756816503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
295/75R22.5		G	756817503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42

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G316 LHT Fuel Max											
11R22.5			138953263	\$ 343.03	\$ 1.00	\$ 10.00	\$ 354.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 418.03
11R24.5		G	138801263	\$ 363.61	\$ 1.00	\$ 10.00	\$ 374.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 438.61
255/70R22.5		MH	756067263	\$ 337.78	\$ 1.00	\$ 10.00	\$ 348.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 412.78
275/70R22.5		LJ	756158263	\$ 358.83	\$ 1.00	\$ 10.00	\$ 369.83	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.83
285/75R24.5		G	756604263	\$ 356.34	\$ 1.00	\$ 10.00	\$ 367.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 431.34
295/75R22.5		G	756817263	\$ 336.17	\$ 1.00	\$ 10.00	\$ 347.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 411.17
G316 Fuel Max Duraseal											
11R22.5		G	138802364	\$ 379.96	\$ 1.00	\$ 10.00	\$ 390.96	\$ 7.00	\$ 24.00	\$ 33.00	\$ 454.96
295/75R22.5		G	756817364	\$ 372.36	\$ 1.00	\$ 10.00	\$ 383.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.36
G394 SST Duraseal Fuel Max											
245/50R22.5		ML	759434455	\$ 685.66	\$ 1.00	\$ 10.00	\$ 696.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 760.66
G159A											
265/70R19.5		LG	756921903	\$ 357.30	\$ 1.00	\$ 10.00	\$ 368.30	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.30
G291											
315/80R22.5		L	756256420	\$ 666.86	\$ 1.00	\$ 10.00	\$ 677.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 741.86
315/80R22.5		LJ	756254420	\$ 692.38	\$ 1.00	\$ 10.00	\$ 703.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 767.38
Regional RHS											
205/75R17.5	BSW	LF	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.85
G661 HSA											
10R22.5	B01	G	138948337	\$ 373.94	\$ 1.00	\$ 10.00	\$ 384.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.94
11R22.5	B01	LH	138179337	\$ 405.77	\$ 1.00	\$ 10.00	\$ 416.77	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.77
11R22.5	B01	LG	138953337	\$ 397.81	\$ 1.00	\$ 10.00	\$ 408.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.81
11R24.5	B01	H	138941337	\$ 430.11	\$ 1.00	\$ 10.00	\$ 441.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.11
11R24.5	B01	G	138801337	\$ 421.68	\$ 1.00	\$ 10.00	\$ 432.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.68
12R22.5	B01	LH	138577337	\$ 457.48	\$ 1.00	\$ 10.00	\$ 468.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 532.48
245/75R22.5	B01	LG	756168337	\$ 330.18	\$ 1.00	\$ 10.00	\$ 341.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 405.18
255/70R22.5	B01	MH	756165337	\$ 350.07	\$ 1.00	\$ 10.00	\$ 361.07	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.07
265/75R22.5	B01	LG	756125337	\$ 362.00	\$ 1.00	\$ 10.00	\$ 373.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 437.00
275/70R22.5	B01	LJ	756184337	\$ 365.98	\$ 1.00	\$ 10.00	\$ 376.98	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.98
285/75R24.5	B01	LG	756604337	\$ 413.24	\$ 1.00	\$ 10.00	\$ 424.24	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.24
295/75R22.5	B01	LG	756817337	\$ 389.85	\$ 1.00	\$ 10.00	\$ 400.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.85
G662 RSA Fuel Max											
11R22.5	B01	LH	138179308	\$ 408.50	\$ 1.00	\$ 10.00	\$ 419.50	\$ 7.00	\$ 24.00	\$ 33.00	\$ 483.50

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SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
11R22.5	B01	LG	138953308	\$ 400.49	\$ 1.00	\$ 10.00	\$ 411.49	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.49
11R24.5	B01	LH	138956308	\$ 424.52	\$ 1.00	\$ 10.00	\$ 435.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.52
295/75R22.5	B01	LG	756817308	\$ 396.48	\$ 1.00	\$ 10.00	\$ 407.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 471.48
Regional RHS II G129											
285/70R19.5	BLT	LH	756140297	\$ 574.53	\$ 1.00	\$ 10.00	\$ 585.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 649.53
305/70R19.5	BLT	MJ	756143297	\$ 465.99	\$ 1.00	\$ 10.00	\$ 476.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.99
G182 RSD											
11R22.5		LH	138803185	\$ 430.86	\$ 1.00	\$ 10.00	\$ 441.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.86
11R22.5		LG	138802111	\$ 422.42	\$ 1.00	\$ 10.00	\$ 433.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 497.42
11R24.5		LH	138941185	\$ 456.71	\$ 1.00	\$ 10.00	\$ 467.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 531.71
11R24.5		LG	138801185	\$ 447.76	\$ 1.00	\$ 10.00	\$ 458.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.76
12R22.5		H	138302669	\$ 485.78	\$ 1.00	\$ 10.00	\$ 496.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 560.78
295/75R22.5		LG	756817111	\$ 413.97	\$ 1.00	\$ 10.00	\$ 424.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.97
G622 RSD											
10R22.5		G	138948265	\$ 381.64	\$ 1.00	\$ 10.00	\$ 392.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.64
11R22.5		H	138307265	\$ 411.14	\$ 1.00	\$ 10.00	\$ 422.14	\$ 7.00	\$ 24.00	\$ 33.00	\$ 486.14
11R22.5		LG	138953265	\$ 403.08	\$ 1.00	\$ 10.00	\$ 414.08	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.08
11R24.5		G	138801265	\$ 427.26	\$ 1.00	\$ 10.00	\$ 438.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 502.26
12R22.5		H	138302265	\$ 478.54	\$ 1.00	\$ 10.00	\$ 489.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 553.54
145/75R22.5		G	756319265	\$ 342.62	\$ 1.00	\$ 10.00	\$ 353.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 417.62
155/70R22.5		MH	756203265	\$ 350.68	\$ 1.00	\$ 10.00	\$ 361.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.68
265/75R22.5		G	756527265	\$ 398.97	\$ 1.00	\$ 10.00	\$ 409.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.97
295/75R22.5		G	756938265	\$ 395.02	\$ 1.00	\$ 10.00	\$ 406.02	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.02
Regional RHD II G137											
11R22.5	BLT	LH	138161295	\$ 517.37	\$ 1.00	\$ 10.00	\$ 528.37	\$ 7.00	\$ 24.00	\$ 33.00	\$ 592.37
Regional RHD II HCT											
315/80R22.5	BLT	LJ	756518295	\$ 687.52	\$ 1.00	\$ 10.00	\$ 698.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 762.52
G114											
10R17.5		H	135349002	\$ 347.25	\$ 1.00	\$ 10.00	\$ 358.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.25
215/75R17.5		LH	756246567	\$ 340.25	\$ 1.00	\$ 10.00	\$ 351.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 415.25
G619 RST											
11R22.5	B01	LG	138953389	\$ 372.85	\$ 1.00	\$ 10.00	\$ 383.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.85
11R24.5		LG	138955389	\$ 395.22	\$ 1.00	\$ 10.00	\$ 406.22	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.22
285/75R24.5	B01	LG	756604389	\$ 397.58	\$ 1.00	\$ 10.00	\$ 408.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.58
295/75R22.5	B01	LG	756817389	\$ 365.54	\$ 1.00	\$ 10.00	\$ 376.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.54

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G287 MSA											
11.00R20		H	138382667	\$ 490.43	\$ 1.00	\$ 10.00	\$ 501.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 565.43
G288 MSA											
12.00R24		J	138655715	\$ 570.69	\$ 1.00	\$ 10.00	\$ 581.69	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.69
G288 MSA Duraseal											
11R24.5		H	138473258	\$ 542.99	\$ 1.00	\$ 10.00	\$ 553.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.99
G289 WHA											
315/80R22.5	HBW	L	756141613	\$ 648.29	\$ 1.00	\$ 10.00	\$ 659.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 723.29
G289 WHA Duraseal											
315/80R22.5	HBW	KL	756141614	\$ 705.53	\$ 1.00	\$ 10.00	\$ 716.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 780.53
G296 MSA											
385/65R22.5	SBL	KJ	756315365	\$ 604.81	\$ 1.00	\$ 10.00	\$ 615.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 679.81
425/65R22.5	SBL	KL	756160365	\$ 672.01	\$ 1.00	\$ 10.00	\$ 683.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 747.01
445/65R22.5	SBL	KL	756314365	\$ 719.05	\$ 1.00	\$ 10.00	\$ 730.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 794.05
G296 MSA Duraseal											
425/65R22.5	SBL	KL	756160366	\$ 721.27	\$ 1.00	\$ 10.00	\$ 732.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 796.27
G296 WHA											
425/65R22.5	HBW	KL	756160367	\$ 706.13	\$ 1.00	\$ 10.00	\$ 717.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 781.13
G296 WHA Duraseal											
425/65R22.5	HBW	KL	756160369	\$ 756.13	\$ 1.00	\$ 10.00	\$ 767.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 831.13
G751 MSA											
11R22.5	BSL	KH	138799576	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	KH	138798576	\$ 528.09	\$ 1.00	\$ 10.00	\$ 539.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 603.09
12R22.5	BSL	KH	138127576	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91
12R24.5	BSL	KH	138869576	\$ 587.88	\$ 1.00	\$ 10.00	\$ 598.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 662.88
315/80R22.5	BSL	KL	756146576	\$ 647.66	\$ 1.00	\$ 10.00	\$ 658.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 722.66
G751 MSA Duraseal											
11R22.5	BSL	KH	138799577	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
315/80R22.5	BSL	KL	756146577	\$ 707.44	\$ 1.00	\$ 10.00	\$ 718.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 782.44
G731 MSA											
11R22.5	BSL	KH	138799578	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	KH	138798578	\$ 527.72	\$ 1.00	\$ 10.00	\$ 538.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.72
12R22.5	BSL	KH	138127578	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91

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255/70R22.5	BSL	K H	756685578	\$ 428.45	\$ 1.00	\$ 10.00	\$ 439.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 503.45
275/70R22.5	BSL	K H	756135578	\$ 453.36	\$ 1.00	\$ 10.00	\$ 464.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 528.36
G731 MSA Duraseal											
11R22.5	BSL	K H	138799579	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
G177											
11.00R20		K H	138382231	\$ 540.53	\$ 1.00	\$ 10.00	\$ 551.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 615.53
11R22.5		K H	138803230	\$ 491.76	\$ 1.00	\$ 10.00	\$ 502.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 566.76
11R24.5		H	138813230	\$ 521.26	\$ 1.00	\$ 10.00	\$ 532.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 596.26
12.00R24		F J	138391231	\$ 644.25	\$ 1.00	\$ 10.00	\$ 655.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 719.25
12R22.5		H	138864230	\$ 565.52	\$ 1.00	\$ 10.00	\$ 576.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.52
12R24.5		H	138869230	\$ 583.81	\$ 1.00	\$ 10.00	\$ 594.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 658.81
G177 Duraseal											
11R22.5		K H	138799259	\$ 538.12	\$ 1.00	\$ 10.00	\$ 549.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 613.12
11R24.5		H	138473259	\$ 570.41	\$ 1.00	\$ 10.00	\$ 581.41	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.41
G282 MSD											
11R22.5		H	138307668	\$ 447.59	\$ 1.00	\$ 10.00	\$ 458.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.59
11R24.5		H	138308668	\$ 474.45	\$ 1.00	\$ 10.00	\$ 485.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.45
12R22.5		H	138302668	\$ 514.73	\$ 1.00	\$ 10.00	\$ 525.73	\$ 7.00	\$ 24.00	\$ 33.00	\$ 589.73
G278 MSD											
185/65R22.5		K J	756513422	\$ 715.12	\$ 1.00	\$ 10.00	\$ 726.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 790.12
425/65R22.5		K L	756514422	\$ 794.58	\$ 1.00	\$ 10.00	\$ 805.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 869.58
445/65R22.5		K L	756515422	\$ 866.09	\$ 1.00	\$ 10.00	\$ 877.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 941.09
G741 MSD											
11R22.5	BSL	K H	138799528	\$ 509.53	\$ 1.00	\$ 10.00	\$ 520.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 584.53
11R24.5		K H	138798528	\$ 542.05	\$ 1.00	\$ 10.00	\$ 553.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.05
G670 RV MRT											
245/75R22.5		G	756306050	\$ 462.03	\$ 1.00	\$ 10.00	\$ 473.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 537.03
255/70R22.5		H	756780050	\$ 450.38	\$ 1.00	\$ 10.00	\$ 461.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 525.38
265/75R22.5		G	756305050	\$ 479.90	\$ 1.00	\$ 10.00	\$ 490.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 554.90
275/70R22.5		LH	756919050	\$ 487.86	\$ 1.00	\$ 10.00	\$ 498.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 562.86
275/80R22.5		LH	756967050	\$ 539.31	\$ 1.00	\$ 10.00	\$ 550.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 614.31
295/80R22.5	BLT	LH	756060050	\$ 516.45	\$ 1.00	\$ 10.00	\$ 527.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 591.45
315/80R22.5		L	756141050	\$ 684.56	\$ 1.00	\$ 10.00	\$ 695.56	\$ 7.00	\$ 24.00	\$ 33.00	\$ 759.56
SP348 ULT											

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225/70R19.5		LG	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 315.17
245/70R19.5		LG	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 329.58
SP461											
225/70R19.5		LG	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 333.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 349.17
SP384 FM											
11R22.5		LH	271102502	\$ 360.32	\$ 1.00	\$ 10.00	\$ 371.32	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.32
11R22.5		LG	271102501	\$ 353.25	\$ 1.00	\$ 10.00	\$ 364.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.25
11R24.5		LH	271102504	\$ 381.93	\$ 1.00	\$ 10.00	\$ 392.93	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.93
11R24.5		LG	271102503	\$ 374.45	\$ 1.00	\$ 10.00	\$ 385.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 449.45
285/75R24.5		LG	271102505	\$ 366.95	\$ 1.00	\$ 10.00	\$ 377.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.95
295/75R22.5		LH	271102506	\$ 353.11	\$ 1.00	\$ 10.00	\$ 364.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.11
295/75R22.5		LG	271102500	\$ 346.19	\$ 1.00	\$ 10.00	\$ 357.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.19
SP456 FM											
11R22.5		LG	271139502	\$ 373.68	\$ 1.00	\$ 10.00	\$ 384.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.68
285/75R24.5		LG	271139501	\$ 388.18	\$ 1.00	\$ 10.00	\$ 399.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 463.18
295/75R22.5		LG	271139500	\$ 366.21	\$ 1.00	\$ 10.00	\$ 377.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.21
SP464											
11R22.5		LH	271127100	\$ 367.53	\$ 1.00	\$ 10.00	\$ 378.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 442.53
11R24.5		LH	271127101	\$ 389.59	\$ 1.00	\$ 10.00	\$ 400.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.59
285/75R24.5		LG	271127106	\$ 381.79	\$ 1.00	\$ 10.00	\$ 392.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.79
295/75R22.5		LG	271127104	\$ 360.18	\$ 1.00	\$ 10.00	\$ 371.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.18
SP193 FM											
11R22.5		LG	271139073	\$ 303.79	\$ 1.00	\$ 10.00	\$ 314.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.79
11R24.5		LG	271139076	\$ 322.01	\$ 1.00	\$ 10.00	\$ 333.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 397.01
285/75R24.5		LG	271139090	\$ 315.57	\$ 1.00	\$ 10.00	\$ 326.57	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.57
295/75R22.5		LG	271139095	\$ 297.71	\$ 1.00	\$ 10.00	\$ 308.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 372.71
SP160											
11R22.5		LH	271108673	\$ 291.01	\$ 1.00	\$ 10.00	\$ 302.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 366.01
11R24.5		LH	271108676	\$ 308.48	\$ 1.00	\$ 10.00	\$ 319.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 383.48
255/70R22.5		MH	271128871	\$ 270.64	\$ 1.00	\$ 10.00	\$ 281.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 345.64
285/75R24.5		LG	271108790	\$ 302.31	\$ 1.00	\$ 10.00	\$ 313.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 377.31
295/75R22.5		LG	271108795	\$ 285.19	\$ 1.00	\$ 10.00	\$ 296.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 360.19
SP345											
315/80R22.5		L	271113472	\$ 489.00	\$ 1.00	\$ 10.00	\$ 500.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 564.00

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GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FLSHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
SP348											
10R22.5		LG	271124004	\$ 325.44	\$ 1.00	\$ 10.00	\$ 336.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 400.44
11R22.5		LH	271124000	\$ 346.21	\$ 1.00	\$ 10.00	\$ 357.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.21
11R24.5		LH	271124001	\$ 366.99	\$ 1.00	\$ 10.00	\$ 377.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.99
12R22.5		LH	271124006	\$ 398.15	\$ 1.00	\$ 10.00	\$ 409.15	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.15
255/70R22.5		MH	271124005	\$ 315.38	\$ 1.00	\$ 10.00	\$ 326.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.38
285/75R24.5		LG	271124007	\$ 357.87	\$ 1.00	\$ 10.00	\$ 368.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.87
295/75R22.5		LG	271124008	\$ 339.29	\$ 1.00	\$ 10.00	\$ 350.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 414.29
SP431A											
11R22.5		H	271127773	\$ 347.99	\$ 1.00	\$ 10.00	\$ 358.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.99
11R24.5		LH	271127776	\$ 368.87	\$ 1.00	\$ 10.00	\$ 379.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.87
295/75R22.5		LG	271128195	\$ 341.03	\$ 1.00	\$ 10.00	\$ 352.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 416.03
SP581											
11R22.5		KH	271110973	\$ 393.29	\$ 1.00	\$ 10.00	\$ 404.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 468.29
11R24.5		KH	271110972	\$ 416.88	\$ 1.00	\$ 10.00	\$ 427.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 491.88
SP831											
255/70R22.5		KH	271122771	\$ 358.89	\$ 1.00	\$ 10.00	\$ 369.89	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.89
SP832											
11R22.5		KH	271122573	\$ 368.72	\$ 1.00	\$ 10.00	\$ 379.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.72
11R24.5		KH	271122576	\$ 390.84	\$ 1.00	\$ 10.00	\$ 401.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 465.84
SP932											
11R22.5		JH	271122673	\$ 405.58	\$ 1.00	\$ 10.00	\$ 416.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.58
11R24.5		JH	271122676	\$ 429.92	\$ 1.00	\$ 10.00	\$ 440.92	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.92
SP281											
425/65R22.5		KL	271131486	\$ 590.27	\$ 1.00	\$ 10.00	\$ 601.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 665.27
SP881											
11R24.5		LH	271131278	\$ 492.10	\$ 1.00	\$ 10.00	\$ 503.10	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.10
SP231A											
385/65R22.5		KJ	271131183	\$ 527.95	\$ 1.00	\$ 10.00	\$ 538.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.95
Goodyear - Off the Road Tires											
TIRE VALVE, TIRE MOUNT AND TIRE BALANCE PRICING NOT LISTED AS IT VARIES BY SIZE, DEALER, ETC.											
12.00-20(TGB)											
12.00-20ML		H	123340184	\$ 846.29	\$ 1.00	\$ 50.00	\$ 897.29	\$ -	\$ -	\$ -	\$ 897.29
12.00-20NHS		28	123251842	\$ 1,209.63	\$ 1.00	\$ 50.00	\$ 1,260.63	\$ -	\$ -	\$ -	\$ 1,260.63

EXHIBIT "1"

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12.00-20NHS		20	123342842	\$ 993.46	\$ 1.00	\$ 50.00	\$ 1,044.46	\$ -	\$ -	\$ -	\$ 1,044.46
12.00-24(TGB)											
12.00-24NHS		16	123364842	\$ 1,103.85	\$ 1.00	\$ 50.00	\$ 1,154.85	\$ -	\$ -	\$ -	\$ 1,154.85
14.00-20(TGB)											
14.00-20NHS			123256111	\$ 1,940.93	\$ 1.00	\$ 50.00	\$ 1,991.93	\$ -	\$ -	\$ -	\$ 1,991.93
14.00-20NHS			123250111	\$ 1,458.00	\$ 1.00	\$ 50.00	\$ 1,509.00	\$ -	\$ -	\$ -	\$ 1,509.00
14.00-20NHS		24	123428645	\$ 1,462.59	\$ 1.00	\$ 50.00	\$ 1,513.59	\$ -	\$ -	\$ -	\$ 1,513.59
14.00-20NHS			123252842	\$ 1,522.39	\$ 1.00	\$ 50.00	\$ 1,573.39	\$ -	\$ -	\$ -	\$ 1,573.39
14.00-24(TGB)											
14.00-24NHS		28	123003006	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
14.00-24NHS		28	123448842	\$ 1,899.54	\$ 1.00	\$ 50.00	\$ 1,950.54	\$ -	\$ -	\$ -	\$ 1,950.54
14.00-24NHS		24	123447645	\$ 1,549.98	\$ 1.00	\$ 50.00	\$ 1,600.98	\$ -	\$ -	\$ -	\$ 1,600.98
14.00-24NHS		28	123448645	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
14.00-24			123446133	\$ 2,337.65	\$ 1.00	\$ 50.00	\$ 2,388.65	\$ -	\$ -	\$ -	\$ 2,388.65
14.00R24(TGR)											
14.00R24			152714470	\$ 2,954.56	\$ 1.00	\$ 50.00	\$ 3,005.56	\$ -	\$ -	\$ -	\$ 3,005.56
14.00R24NHS		3X	152714291	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R24TG		1X	152712409	\$ 1,281.51	\$ 1.00	\$ 50.00	\$ 1,332.51	\$ -	\$ -	\$ -	\$ 1,332.51
14.00R25(TGR)											
14.00R25NHS		3X	152711536	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R25NHS		3X	152711292	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
12.00R20(TGR)											
12.00R20NHS			152117078	\$ 2,187.99	\$ 1.00	\$ 50.00	\$ 2,238.99	\$ -	\$ -	\$ -	\$ 2,238.99
12.00R20NHS			152117476	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
12.00R20NHS		3X	152117124	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
17.5-25(A3AB)											
17.5-25			123897463	\$ 699.47	\$ 1.00	\$ 50.00	\$ 750.47	\$ -	\$ -	\$ -	\$ 750.47
17.5-25		20	123877614	\$ 2,600.12	\$ 1.00	\$ 50.00	\$ 2,651.12	\$ -	\$ -	\$ -	\$ 2,651.12
17.5-25		16	123876458	\$ 775.27	\$ 1.00	\$ 50.00	\$ 826.27	\$ -	\$ -	\$ -	\$ 826.27
17.5-25		20	123877458	\$ 851.08	\$ 1.00	\$ 50.00	\$ 902.08	\$ -	\$ -	\$ -	\$ 902.08
17.5-25		20	123877323	\$ 1,920.34	\$ 1.00	\$ 50.00	\$ 1,971.34	\$ -	\$ -	\$ -	\$ 1,971.34
15.5-25(A3AR)											
15.5R25		1X	152888070	\$ 1,302.18	\$ 1.00	\$ 50.00	\$ 1,353.18	\$ -	\$ -	\$ -	\$ 1,353.18
17.5-R25(A3AR)											

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17.5R25			152523252	\$ 1,784.13	\$ 1.00	\$ 50.00	\$ 1,835.13	\$ -	\$ -	\$ -	\$ 1,835.13
17.5R25		3X	152127146	\$ 3,253.42	\$ 1.00	\$ 50.00	\$ 3,304.42	\$ -	\$ -	\$ -	\$ 3,304.42
16.00-24(A21B)											
16.00-24TG		12	125493261	\$ 1,350.27	\$ 1.00	\$ 50.00	\$ 1,401.27	\$ -	\$ -	\$ -	\$ 1,401.27
18.00-25(A21B)											
18.00-25		16	133534596	\$ 1,772.23	\$ 1.00	\$ 50.00	\$ 1,823.23	\$ -	\$ -	\$ -	\$ 1,823.23
18.00-25		40	133540487	\$ 3,388.31	\$ 1.00	\$ 50.00	\$ 3,439.31	\$ -	\$ -	\$ -	\$ 3,439.31
18.00-25		40	133540141	\$ 4,247.59	\$ 1.00	\$ 50.00	\$ 4,298.59	\$ -	\$ -	\$ -	\$ 4,298.59
18.00-33(A21B)											
18.00-33		36	133561487	\$ 3,772.99	\$ 1.00	\$ 50.00	\$ 3,823.99	\$ -	\$ -	\$ -	\$ 3,823.99
18.5-25(A21B)											
18.5-25		20	133909563	\$ 3,384.06	\$ 1.00	\$ 50.00	\$ 3,435.06	\$ -	\$ -	\$ -	\$ 3,435.06
16.00R25(A21R)											
16.00R25		A5 3X	155025491	\$ 2,958.44	\$ 1.00	\$ 50.00	\$ 3,009.44	\$ -	\$ -	\$ -	\$ 3,009.44
16.00R25			155023260	\$ 3,014.94	\$ 1.00	\$ 50.00	\$ 3,065.94	\$ -	\$ -	\$ -	\$ 3,065.94
16.00R25			155426007	\$ 2,882.63	\$ 1.00	\$ 50.00	\$ 2,933.63	\$ -	\$ -	\$ -	\$ 2,933.63
18.00R25(A21R)											
18.00R25		3X	153883143	\$ 4,826.05	\$ 1.00	\$ 50.00	\$ 4,877.05	\$ -	\$ -	\$ -	\$ 4,877.05
18.00R25		3X	153883424	\$ 3,491.82	\$ 1.00	\$ 50.00	\$ 3,542.82	\$ -	\$ -	\$ -	\$ 3,542.82
18.00R25			153883421	\$ 4,633.57	\$ 1.00	\$ 50.00	\$ 4,684.57	\$ -	\$ -	\$ -	\$ 4,684.57
18.00R25			153883455	\$ 4,358.61	\$ 1.00	\$ 50.00	\$ 4,409.61	\$ -	\$ -	\$ -	\$ 4,409.61
18.00R33(A21R)											
18.00R33		3X	153033010	\$ 4,650.94	\$ 1.00	\$ 50.00	\$ 4,701.94	\$ -	\$ -	\$ -	\$ 4,701.94
18.00R33			153451046	\$ 5,912.74	\$ 1.00	\$ 50.00	\$ 5,963.74	\$ -	\$ -	\$ -	\$ 5,963.74
20.5R25(A21R)											
20.5R25		A2 1X	155903375	\$ 2,288.82	\$ 1.00	\$ 50.00	\$ 2,339.82	\$ -	\$ -	\$ -	\$ 2,339.82

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: Yes

SUBJECT: Approval of a Piggyback Agreement and Task Authorization No 1 with CDM Smith, Inc

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

Move to approve the Piggyback Agreement and Task Authorization No 1 with CDM Smith, in an amount not to exceed \$39,800; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

City Council has requested a review of the potential effectiveness of the berm deleted from the scope of the Dunlawton Drainage project to determine if the berm should be constructed. This review will confirm the potential benefits and risks associated with the construction of the berm.

CDM Smith conducted the Nova Canal Flood Control and Integrated Water Resource Plan for the Nova/Halifax Canal system which included the Dunlawton/Spruce Creek Road flood area in the City. CDM Smith will apply the model used in this study to determine the potential benefits and adverse effects of constructing the berm.

On February 6, 2014, Volusia County solicited a request for statement of qualifications (RSQ) for Professional Stormwater and Environmental Engineering Services. As a result of this request, a Contract for Consulting Services for Stormwater & Environmental Engineering was approved on June 19, 2014 with CDM Smith, Inc. This contract is available for the City to "piggyback".

In response to our request, CDM Smith, Inc. submitted a scope of services for Stormwater Modeling for the Nova/Halifax Canal. Task Authorization No 1 for an amount not to exceed \$39,800. Anticipated duration of this work is three (3) months.

Project No.: Funding Account No.: 40109005363113

ATTACHMENTS:

1.	Vol County RSQ 14-SQ-55KW	14-SQ-55KW, Stormwater & Environmental Engineering.pdf
2.	CDM Smith executed Agreement with Vol Cty	CDM Smith (executed).pdf

3.	Letter to CDM Smith, Inc	CDM Smith Letter From Clty.pdf
4.	Piggyback Agreement	CDM Smith Inc Piggyback Agreement with City of Port Orange.pdf
5.	Task Authorization No 1	CDM Smith Inc Task Authorization No 1.pdf

Wiggins, Julia	Created/Initiated - 08/04/2015
Wilson, Rick	Approved - 08/04/2015
Neff, Andrew	Approved - 08/04/2015
Riehm, Tracey	Approved - 08/07/2015
Gomez, Joseph	Approved - 08/10/2015
Roberts, Margaret	Approved - 08/12/2015
Harden, David	Final Approval - 08/12/2015



<i>Proposal Due Date:</i> <i>Thursday, February 6, 2014</i>	<i>Proposal Due Time:</i> <i>3:00 P.M. Eastern Time</i>
<i>Submit Responses To:</i> County of Volusia Purchasing and Contracts Division 123 West Indiana Avenue, Room 302 DeLand, FL 32720-4608	<i>Solicitation Contact:</i> Kathy Williams, Procurement Analyst II (386) 626-6625 Office • Fax (386) 736-5972 E-mail: kwilliams@volusia.org www.volusia.org

RSQ 14-SQ-55KW

Professional Stormwater and Environmental Engineering Services for the County of Volusia, Florida

The purpose of this request for statement of qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. It is anticipated that multiple firm(s) will be awarded a basic contract to provide the necessary services for a period of three (3) years exercisable at the option of the County.

Authorization for performance of services by the selected firm(s) under the basic contract shall be in the form of written task assignments signed by the firm, executed and issued by the County. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of the basic contract. The County makes no covenant or promise as to the number of available projects or that the firm will perform any project for the County during the life of the basic contract. The basic contract does not authorize the performance of any work or require the County to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

All proposals shall be sealed and delivered or mailed to the County of Volusia Purchasing and Contracts Division Office, Room 302, 123 West Indiana Avenue, 3rd Floor, DeLand, FL 32720-4608, until 3:00 p.m. on Thursday, February 6, 2014. Proposals received after this deadline **shall not be considered for award.**

DO NOT RESPOND TO THIS SOLICITATION VIA THE VENDOR SELF-SERVICE SYSTEM.

PUBLIC PROPOSAL OPENING:

- A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office

during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to <http://vcservices.vcgov.org/bidlistnet1/>. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)(3), Florida Statutes, to the extent such section may apply.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the **Consultants' Competitive Negotiation Act (CCNA)**.

GENERAL SCOPE OF SERVICE: The County of Volusia is seeking the services of professional consultants to provide general stormwater and environmental needs as required by the Stormwater Utility Program. The scope of services shall consist of, but not be limited to, the following:

- National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
- Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
- Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the sixteen (16) watersheds in Volusia County, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
- Engineering analysis/design and permitting of capital improvement projects, and
- Other stormwater/environmental needs that may arise.

EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

- The number of professional staff, education, and years experience in stormwater/environmental engineering including support staff such as GIS specialists, surveyors, CADD Techs, Construction Inspectors (CEI), etc.
- Professional certifications of staff such as Professional Engineer (P.E.), Erosion Control Certification (CPESC or FDEP), Certified Floodplain Manager (CFM), and other relevant professional titles/accomplishments.
- Affiliations/Memberships/Officers in Professional Organizations.
- Documented experience with State (Water Management District, DEP) and Federal (EPA, Army Corps.) permitting/regulatory programs.
- Documented projects (with references) which demonstrate proficiency and experience in meeting the needs of the Stormwater Utility, as outlined in the scope of services.
- Understanding of stormwater and programs.
- Location of office facilities and staff within a local area (Volusia County preferred, Central Florida in general).

QUALIFICATIONS/CERTIFICATIONS: The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their

profession in the State of Florida.

EVALUATION METHOD: The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting contract. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered. The County may require the short-listed firm (s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process. Although, each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement analyst prior to the recommendation of award from the committee.

EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

Qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff;
- Credentials, qualifications and years experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training;
- Affiliations, memberships, and officers of staff in professional organization;
- Number of years prime and sub consultants worked together;
- Experience in providing similar projects;
- Overall project approach to support the needs and objectives of the project;
- Quality of performance or previous contracts or services;
- Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference;
- Quality, availability and adaptability of the contractual services to the particular use required;
- Sufficiency of the financial resources and ability of the firm to perform the contract or provide the services;
- Character, integrity, reputation, judgment, and efficiency of the firm;
- Previous and existing compliance by the firm with laws and ordinance relating to the contract or services;
- Location of office facilities and staff within a local area (Volusia County preferred, Central Florida in general);

Note: The County reserves the right to evaluate, prior to making an award, current financial statements and data from the applicants, the ability to comply with required schedule, past record of integrity and record of performance.

ASSESSMENT: The committee will evaluate each proposal against the requirements of the solicitation using the following:

Strengths:	Those areas in which the proposal exceeds the County's requirements.
Weaknesses:	Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.
Risk/Deficiencies:	Those areas where the proposal fails to meet the County's requirements.

QUESTIONS/EXCEPTIONS: It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, terms and conditions, and draft consulting contract. Questions and exceptions concerning any section of this solicitation shall be directed by letter or by e-mail to the Procurement Analyst named above, who shall be the official point of contact for this solicitation. Questions and exceptions shall be submitted and received no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method

by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this solicitation, an addendum will be posted on the County's web site. **It is each respondent's responsibility to check the Volusia County web site at <http://vcservices.vcgov.org/bidlistnet1> for any addenda. Each respondent should ensure that they have received all addenda to this solicitation before submitting their proposal.** In their proposals, respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. **Failure to provide this proof may cause respondent's proposals to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation and shall be the final decision on the subject of the addendum.**

PROPOSED SCHEDULE:

01/07/2014	Release date for Request For Qualification
01/23/2014	Final date to receive written questions
02/06/2014	Closing Date
TBD	Tentative date of the Committee
TBD	Tentative date for presentations
TBD	Tentative date for submission to Council for approval of award
TBD	Tentative Contract Start Date

PUBLIC RECORDS: Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Agreement may be performed by the County itself as a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Agreement;
- B. 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 may be provided by law;
- C. Ensure that public records that are statutorily 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, at no cost, to the County all public records in the possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;
- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this section, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce

records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section.

WAIVER: The County of Volusia reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

AWARD: The County reserves the right to award the contract to the respondent(s) that the County deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

INSURANCE REQUIREMENTS:

1.0. Required Types of Insurance

The Consultant shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

SCHEDULE

LIMITS

Workers' Compensation

Florida Statutory Coverage

Commercial General Liability \$2,000,000. General Aggregate
 \$2,000,000. Products/CompOps Aggregate
 Products-Completed Operation \$1,000,000. Personal/Advertising Injury
 \$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability \$1,000,000. CSL
 All autos-owned, hired or no-owned
 (Symbol 1 Coverage)

Professional Liability \$1,000,000. (Project Specific)
 (Errors & Omissions)

1.0.1. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverage's/policies that are included.

1.0.2. Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of the

Consultant, employed or hired to perform or provide Work or Services under this Contract or that is in any way connected with Work or Services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- 1.0.2.1. Consultant and its sub-consultants, or any associated or subsidiary company doing Work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's sub-consultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said sub-consultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- 1.0.3. Commercial General Liability Insurance. Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Consultant's operations, independent Consultants, sub-consultants and "broad form" property damage coverage's protecting itself, its employees, agents, Consultants or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its sub-consultants arising from Work or Services performed under this Contract. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's contract to indemnify, and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Contract. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
- 1.0.4. Motor Vehicle Liability. The Consultant shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
- 1.0.5. Professional Liability. The Consultant shall ensure that it secures and maintains, during the term of this Contract, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Consultant's or its sub-consultant's professional liabilities whether occasioned by the Consultant or its sub-consultants, or their agents or employees [and broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work].
 - 1.0.5.1. If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.
 - 1.0.5.2. The Consultant must maintain a retroactive date prior to or equal to the effective date of this

Contract. The Consultant shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event a sub-consultant’s policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Contract. The Consultant’s purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require have the sub-consultant’s carrier immediately inform the Consultant, and the County of Volusia’s Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.

1.0.6. Coverage’s for professional shall be provided on an Occurrence form or a Claims Made form with a retroactive date equal to at least the first date of this Contract and with a three year reporting option beyond the expiration date of this Contract including any amendments to the Contract term. County shall be included as an additional named insured under the pollution liability insurance policy. [

1.0.7. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2.0. General Insurance Requirements:

2.0.1. All insurance policies 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.

2.0.2. Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Consultant or its sub-consultants for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.

2.0.3. Waiver of Subrogation. The Consultant hereby waives all rights against the County and its sub-consultants to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers’ compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Consultant shall require similar waivers from all its sub-consultants. This provision applies to all policies of insurance required under this Contract (including Workers’ Compensation, and general liability).

2.0.4. County Not Liable for Paying Deductibles. For all insurance required by Consultant, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Consultant’s business or any sub-consultant performing Work or Services on behalf of the Consultant or for the Consultant’s benefit under this Contract.

2.0.5. Cancellation Notices. During the term of this Contract, Consultant shall be responsible for promptly advising and providing the County’s Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.

2.0.6. For any on-site Work performed by or on behalf of Consultant on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County’s Risk Manager on all policies required under this Contract.

2.0.7. Deductibles. Consultants that maintain and administer a self-insured retention or a large

deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section Questions/Exceptions re: Bid #14-SQ-55KW to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Consultant. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Consultant with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Consultant may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

3.0. Proof of Insurance

- 3.0.1.** The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 3.0.2.** The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Consultant shall not commence Work or provide any Service until the Consultant has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County, if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
- 3.0.3.** All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Consultant or its sub-consultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Consultant may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- 3.0.4.** The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate this Contract but County has no obligation to renew any policies.

- 4.0.** The provisions of this Article shall survive the cancellation or termination of this Contract.

INDEMNIFICATION, LIMITATION OF LIABILITY AND REMEDIES:

- 1.0. Personal Injury and Property Damage.** The Consultant shall, at its own expense, indemnify and hold harmless County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses and expenses including reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and its sub-consultants or sub-subconsultants or agents

performing Work or Services under this Contract or a Task Assignment, caused in whole or in part by any negligent act or omission of Consultant, any of Consultant's sub-consultants or sub-subconsultants, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Consultant will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.

- 2.0. In all claims against the County or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, sub-consultant or Sub-subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 3.0. The terms "proprietary software, sensitive information" and "trade secret" shall constitute Confidential Information and shall be that which is defined in and exempt from disclosure pursuant to Florida Statutes, Chapter 119, and Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), and Chapter 812 of the Florida Statutes or their successors. In addition and for the purposes of a Contract, Confidential Information shall include confidential information and/or trade secret information disclosed by Consultant to County that is expressly identified in writing by Consultant and Consultant's sub-consultants or Sub-subconsultants. Any Confidential Information provided to County by Consultant must be expressly identified in a "Nondisclosure Agreement for Confidential Materials" form which Consultant may obtain from the County's Purchasing Division.
 - 3.0.1. Confidential Information and/or Trade Secret do not include the following:
 - 3.0.1.1. Information already known or independently developed the party in possession; or
 - 3.0.1.2. Information in the public domain through no wrongful act of the party in possession; or
 - 3.0.1.3. Information received by the party in possession from a third party who was free to disclose it; or
 - 3.0.1.4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 3.0.1.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- 4.0. Confidential Information and Infringement. If Consultant is licensing, or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Contract. Said license includes software owned by Consultant which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
- 5.0. If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

- 5.0.1. In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - 5.0.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - 5.0.1.2. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - 5.0.1.3. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - 5.0.1.4. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.
- 6.0. In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Consultant shall be in material default of a Contract and subject to Termination.
- 7.0. If Consultant is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 - 7.0.1. Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 - 7.0.2. No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license contract of Consultant for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.
- 8.0. Payment of Consultant's sub-consultants or Sub-subconsultants. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's sub-consultants or Sub-subconsultants for payment of monies such sub-consultant or Sub-subconsultant claims to be owed by Consultant for Work performed under a Contract.
- 9.0. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any sub-consultants or Sub-subconsultants of Consultant any monies due to such sub-consultant or Sub-subconsultant or claims of a sub-consultant or Sub-subconsultants for amounts owed by Consultant to sub-consultant or Sub-subconsultant for Work performed under a Contract.
- 10.0 Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Article of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity of limits of liability of County beyond any statutory limited waiver of immunity of 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 County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit on any third party for the purpose of allowing any claim against County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 11.0. If Consultant should become entitled to claim damages against the County for breach of contract arising from a Contract, County will be liable only for the amount of Consultant's actual direct damages up to the amount of a Contract that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of a Contract.

CONCERNING SUB-CONSULTANTS AND SUB-SUBCONSULTANTS:

- 1.0. Consultant shall not employ any sub-consultant, or Sub-subconsultant other person or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any sub-consultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any sub-consultant or Sub-subconsultant who has been accepted by the County without the County's approval.
- 2.0. County's disapproval or requirement of removal or replacement of Consultant 's employee or sub-consultant or Sub-subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or sub-consultant or Sub-subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with a Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.
- 3.0. Consultant shall be fully responsible for all negligent acts and omissions of its sub-consultant or Sub-subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any sub-consultant or Sub-subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any sub-consultant or Sub-subconsultant, except as may otherwise be required by law. County may furnish to any sub-consultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.
- 4.0. Consultant agrees to bind specifically every sub-consultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of a Contract for the benefit of the County.
- 5.0. The Consultant shall require all sub-consultants or Sub-subconsultants or outside associates employed in connection with the performance of a Contract to comply fully with the terms and conditions of a Contract between the County and the Consultant.
- 6.0. Any sub-consultants or Sub-subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for the Project assigned under a Contract. Any substitution of such, sub-consultants, Sub-subconsultants or associates will be subject to the prior written approval of the County Project Manager.

AUTHORIZATION FOR SERVICES:

- 1.0. No Guarantee to Perform Projects. The County makes no covenant or promise as to the number of available Projects, nor that, the Consultant will perform any Project for the County during the life of a continuing services

contract. The County reserves the right to contract with other parties for the services contemplated by a Contract as determined in the County's sole and absolute discretion.

- 2.0. A continuing services contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under a continuing services contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
- 3.0. Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Contract or Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its sub-consultants or Sub-subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

TERMINATION:

- 1.0. The performance of Work or Services under a Contract may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under a Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 2.0. County may terminate a Contract in whole or part for convenience at will or for non-appropriation of funds by County. Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in a Contract, the County may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.
- 3.0. After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the County, the Consultant shall:
 - 3.0.1. Stop work under a Contract on the date and to the extent specified in the Notice of Termination.
 - 3.0.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under a Contract, as it is not terminated.
 - 3.0.3. Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
 - 3.0.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 3.0.5. With the approval of the County and to the extent required by the County, settle all outstanding

liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under the Article. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

- 3.0.5.1. The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
- 3.0.5.2. The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the County.
- 3.0.6. Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 3.0.7. After receipt of a Notice of Termination, the Consultant shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.
- 3.0.8. Subject to the provisions of set forth above, the Consultant and the County may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.
- 3.0.9. In the event of the failure of the Consultant and the County to agree as provided in Section 6.3.8. above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, the County shall pay to the Consultant the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
 - 3.0.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
 - 3.0.9.1.1. Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:
 - 3.0.9.1.1.1. The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for

under Sections 3.8 and 3.9.1. hereof;

- 3.0.9.1.1.2. The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by sub-consultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,
- 3.0.10. A Contract may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the County's Director of Purchasing and Contracts. In the event the Consultant breaches any of the terms and conditions of a Contract and after receipt of notice from the County of said breach and time to cure the same the Consultant fails to cure the breach, the County may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Consultant's unfinished Work and Services. As such, County may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.
- 3.0.11. In the event that there is a partial termination of a Contract by the County or Consultant because of non-appropriation by County, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the County prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. County's obligation to pay Consultant under a Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of a Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Contract Price and Compensation. Consultant and County shall be obligated to continue performance under a Contract for the work or services within the Scope of Work or Services under a Contract which is not the subject of the partial termination by non-appropriation.
- 3.0.12. If termination of a Contract occurs for any reason:
 - 3.0.12.1. The County shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract and produced pursuant to the Contract Documents for which the County has paid prior to termination of a Contract or for which County makes payment after termination of a Contract.
- 3.0.13. Except as otherwise provided in a Contract, Consultant shall return to the County all County Confidential Information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.
- 3.0.14. Except as provided in Section 3.12.1, the County shall return to Consultant or destroy all Consultant's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document

signed by the County Project Manager that all such information and material has been returned or destroyed.

- 3.0.15. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the County for any sums Contractor claims to be owed by County under a Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 3.0.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 3.0.17. All provisions of a Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of a Contract.

ASSIGNMENT AND ASSUMPTION: Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without first providing County with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Consultant to obtain the County's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this section.

Nothing herein shall preclude the right of the County to waive its rights under this section but no waiver shall be granted by the County without amendment to the Contract. The Consultant is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Contract as a condition to execution of the amendment.

PROPOSAL REQUIREMENTS: Firms interested in providing the required professional services shall submit: one (1) permanently secured binder (not loose leaf) marked "ORIGINAL," five (5) secured binders (not loose leaf) each marked "COPY," and one (1) complete, labeled electronic copy on a compact disc in PDF format, of the requested qualification data for evaluation.

DO NOT SEND CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS

Proposals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Proposals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing and Contracts Office by the advertised deadline. Delivery of a package to any County location other than the Purchasing & Contracts Office does not constitute official

receipt by the County. Any package delivered after the advertised deadline will not be considered. **Failure to provide the required copies and information may result in the proposal not being considered.**

COUNTY LOGO: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

Tab 1: Letter of Interest

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the County can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

Tab 2: Company Profile

Respondent shall provide a brief profile of their company, which should include their firm's legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

Tab 3: Project Team

1. **Prime Consultant:** Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years experience, years experience with current firm, professional registration, and other professional qualification. The respondent shall state the percent of prime's business performed by their sub consultant [*A maximum of five (5) single-sided pages for this section*].
2. **Sub consultants:** same as above including number of years experience working with the respondent, percent of sub consultant's business performed for prime and past relationships [*A maximum of three (3) single-sided pages for this section*].
3. **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub consultants).

Tab 3 shall not exceed 9 pages, single-sided. If tab 3 contains more than nine (9) pages as indicated, your proposal may be considered non-responsive.

Tab 4: Financial Stability/Litigation:

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County of Volusia. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name. The companies Dunn & Bradstreet number shall be included in the proposal.

Tab 5: Similar Projects and References (the information provided under this tab, must be current and the County must be able to contact references for verification as part of the evaluation process)

Unless specifically asked by the County, the County of Volusia shall **not** be listed as a reference. The respondent shall

provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RSQ. *[A maximum of six (6) single-sided pages in this section].*

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and email address. It is the firm's responsibility to ensure email addresses provided are current and accurate. **(Use Attached Reference Form).**

Tab 6: Project Approach

Respondent shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control *[A maximum of two (2) single-sided pages in this section].*

Tab 7: Documentations

Addenda: The signature page of any and all Addenda.

Business Registration. If required, respondent shall be registered with the Florida Division of Corporation to do business in the State of Florida. The respondent shall submit copies of their corporation, limited liability company, limited partnership, general partnership or fictitious name registrations with their submittals.

Professional Certification/Licenses: Respondent and their sub-consultants/subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-consultants shall submit with their submittal copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

Authorized Representative/Joint Ventures: Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

Business Tax Receipt (BTR) (formerly known as "Occupational license"). A respondent who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their **response** to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm's business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm's business type is exempted, **submit** a Proof of Exemption approved by the Volusia County Revenue Director (see **Proof of Exemption** form).

See <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9> for Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances.

Proof of Exemption, if applicable: The Proof of Exemption mentioned above is included as an attachment to this request for qualifications. Respondents who are exempt shall submit the approved Proof of Exemption with their proposal.

Insurance: All respondents shall submit evidence of insurance coverage or proof of insurability with their submittal. Upon the approval of an award, respondent shall then furnish to the County a certificate of insurance attesting that the firm has coverage in accordance with the requirements set forth in the contract.

Notice of Election to be Exempt/Hold Harmless Agreement, if applicable: Respondents that are exempt under the Florida worker's compensation law in Chapter 440.02 Florida Statutes shall provide a copy of their "Notice of Election to be Exempt," if applicable or Hold Harmless Agreement for each person exempt and proof of coverage for non-exempt

employees. The hold harmless agreement is included as an attachment to this request for qualifications. Said agreements shall be returned with the proposal as detailed in the proposal requirements (*Note: When completing the form, leave the contract date blank*)

Conflict of Interest Disclosure: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project (*See the attached form included in this package*).

Prohibition Against Contingent Fees: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract (*See the attached form included in this package*).

Public Entity Crime and Discriminatory Vendor List: Respondents shall complete and include with their proposal the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subcontractors/subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes (*the attached forms "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" and the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" shall be completed by the prime consultant and all sub-consultants of the project team*).

Drug-Free Work Place: Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (*See "Drug-Free Work Place" form*).

Vendor Registration: If the respondent is not registered with the County, respondent should go to the County web site at www.volusia.org/purchasing and register. Respondents who are newly registered with the County shall complete and sign the attached TIN and Certification form to activate their registration (*See "Taxpayer Identification Number (TIN) and Certification"*).

END OF PROPOSAL REQUIREMENTS

GENERAL INFORMATION:

CONFIDENTIAL INFORMATION: Do not send confidential, proprietary information or trade secrets.

DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES: The County of Volusia has adopted policies that encourage the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services. Municipal Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishes the policies and procedures for the Disadvantaged and Women's Business Enterprises program. The awarded Respondent shall endeavor to fulfill the goals and policies of this ordinance.

EXPENSES INCURRED: This invitation does not commit the County to award a contract. Nor shall the County be responsible for any cost or expense incurred by any firm in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract. The County reserves the right to require any or all firm to appear for interviews and/or oral presentations at no cost to the County.

WAIVER: The County of Volusia reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

THIRD PARTY COURIER: If a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Proposal only to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a Proposal must be received and accepted in the Purchasing and Contracts Office before the Solicitation closing date and time.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By _____ Date _____
(Signature)

By _____
Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires:

(Seal)

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____ Date _____
(Signature)

By _____
Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List

Requirements and Disqualification Provision

- A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Subconsultants)."

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subconsultant) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name

Title

Firm

Street Address

City, State, Zip

Date

HOLD HARMLESS AGREEMENT

I, _____ (*print officer/owner's name*), am the officer/owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On ____ day of _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or sub-consultants.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or sub-consultants. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: _____ (print name) _____ (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by

_____, who is/are personally known to me **or** who
 has/have produced _____ as
 identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____
 (Seal)

PROOF OF EXEMPTION**FINANCIAL AND ADMINISTRATIVE SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

<http://volusia.org/revenue/>

I certify that the business known as (*business name*) _____, providing
 _____ services, which is located at (*street address*) _____
 _____, (*city*) _____, falls under the business tax exemption described in:

☐ Florida Statute 205. 063☐ Florida Statute 205. 064☐ Florida Statute 205. 065☐ Florida Statute 205. 162☐ Florida Statute 205. 171☐ Florida Statute 205. 191☐ Florida Statute 205. 192

www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm

OR is the type of business indicated below:

☐ Child Care – Residential☐ Commercial Rentals☐ Door to Door/Peddler Sales☐ Insurance Adjuster,
Agent, or Company☐ Pharmacist/Pharmacy
(Prescription Drugs Only)☐ Radio/Television Station☐ Religious Institution☐ Residential Rentals over 6months☐ Sale of Alcoholic Products only

 (Authorized Signature)

 (Printed Name)

STATE OF _____

COUNTY OF _____

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

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

 Margaret Flomerfelt, Revenue Director

Tab 5: Client Reference Form

Reference No. 1	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	
Reference No. 2	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	
Reference No. 3	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	



FINANCIAL AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

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www.volusia.org

July 7, 2014

PR-L-14-361

Mr. Eric J. Grotke
CDM Smith, Inc.
2301 Maitland Center Parkway
Maitland, Florida 32751

**RE: Stormwater & Environmental Engineering
RSQ # 14-SQ-55KW**

Dear Mr. Grotke:

Attached please find the executed contract document for the above-named project as approved by County Council on June 19, 2014.

If you need any further information or assistance, please contact our office at 386-626-6625 or kwilliams@volusia.org.

Sincerely,

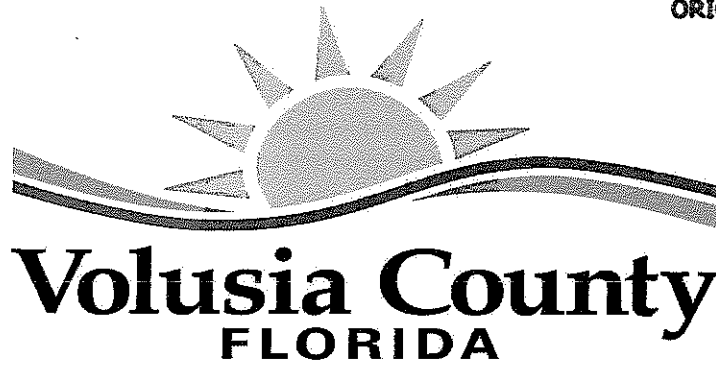
Kathy Williams

Kathy Williams, MBA, CPPB
Procurement Analyst II

Enclosures

c: Judy Grim, Solid Waste
File

ORIGINAL - DO NOT REMOVE
FROM PROJECT FILE



**CONTRACT FOR CONSULTING SERVICES
FOR
STORMWATER & ENVIRONMENTAL
ENGINEERING**

Between

THE COUNTY OF VOLUSIA

AND

CDM SMITH, INC.

Contract No. 14-SQ-55KW

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between CDM Smith, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2301 Maitland Center Parkway, Maitland, Florida, 32751 (hereinafter the "Consultant") and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter "County").

RECITALS:

WHEREAS, the County requires a competent and qualified consultant to provide professional services in support of the County's operations; and

WHEREAS, the County has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the County has determined that the Consultant is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

WHEREAS, the County has determined pursuant to Florida Statutes 287.055 (a/k/a "Consultant's Competition Negotiation Act") and 337.105 that the Consultant is competent and qualified to furnish said services stated hereunder to the County and Consultant desires to provide professional services according to the terms and conditions hereunder, and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Consultant and County, the parties agree and stipulate as follows:

1. DEFINITIONS.

- 1.1. **Addendum:** A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the contract documents including drawing and specifications prepared by the Consultant, approved and issued by the County and/or distributed to third parties.
- 1.2. **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the County upon the County's request through the Project Manager, upon completion of the job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments.
- 1.3. **Agency:** The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.
- 1.4. **Amendment:** An amendment to an approved Task Assignment or this Contract in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County of equal dignity herewith authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Task Assignment price or the time for completion that is issued after execution

of the task assignment.

- 1.5. **Application for Progress Payment:** The current estimate form furnished and certified by the Consultant, which is to be used by Contractor in requesting progress payments.
- 1.6. **Architect:** A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3).
- 1.7. **Architect/Engineer:** The design professional identified in the contract documents and who is licensed and registered in the State of Florida. The terms "Architect" and "Architect/Engineer (A/E)" means the architect/engineer or its authorized representative.
- 1.8. **Basic Contract:** This Contract between the County and the Consultant covering the services requested from a formal solicitation. Authorization for performance of services under the basic Contract shall be in the form of a written Task Assignment (see Task Assignment).
- 1.9. **Bid Documents:** The official forms on which the County requires formal bids to be prepared and submitted by the bidder.
- 1.10. **Calendar day:** Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.
- 1.11. **Change Order:** A written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.
- 1.12. **Compensation:** The amount paid by the County to Consultant for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Consultant under a Task Assignment which includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Task Assignment.
- 1.13. **Completion Date:** The date that the County or its designated representative approves and accepts all Work or Services for a Scope of Work in a Task Assignment or this Contract.
- 1.14. **Consultant:** The person or entity qualified to perform work under this Contract and any Task Assignment related thereto. In addition, Consultant must be a professional engineer or engineering firm, including an architect (or registered landscape architect, surveyor and mapper, professional engineer, architect or registered landscape architect providing professional services within the meaning of Section 287.055, F.S., who is registered in the State of Florida. In addition, the Consultant may be the Engineer or Architect or Landscape Architect of record or may provide services through and be subcontracted to the Engineer of record.
- 1.15. **Continuing contract:** A contract for professional services entered into in accordance with all the procedures of Section 287.055, F.S. between the County and a firm whereby the firm provides professional services to the County for projects for work of a specified nature as outlined in a this Contract and its associated Task Assignments as required by the County, with no time limitation except one governed by the termination provisions of this Contract and a Task Assignment.
- 1.16. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.

- 1.17. **Contractor:** The person or entity qualified to perform work pursuant to Florida 489.105, F.S. under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who enters into a contract with the County for improving real property in accordance with the Contract Documents.
- 1.18. **Contract Documents:** Contract documents shall include but are not limited to the following:
- (1) This Contract ("Basic Contract") and Exhibits;
 - (2) Task Assignments;
 - (3) Performance and payment bonds (if applicable);
 - (4) Letters of credit (*if applicable*);
 - (5) Certificates of insurance;
 - (6) Notice of Award and/or Notice to Proceed;
 - (7) The conditions of this Contract (general, special, supplementary, and other);
 - (8) Drawings;
 - (9) Project specifications;
 - (10) Written interpretations;
 - (11) Change orders;
 - (12) Project manuals;
 - (13) Addenda (including RSQs, RFPs and Consultant's responses to RFPs) issued before the execution of this Contract; and,
 - (14) Any valid modifications or Amendments to this Contract or Task Assignments issued after its execution of this Contract, and any Amendments to the foregoing.
- 1.19. **County Representative:** Also known as the Owner's representative who is the County Engineer or person designated by the County to review, approve and make decisions regarding the scope of work.
- 1.20. **County:** The County of Volusia, Florida, a political subdivision of the State of Florida for whom the work is to be performed.
- 1.21. **Deliverable:** The result(s) or end products or services of a Project or Task Assignment that meet the defined design or construction specifications, and functional parameters articulated in the Scope of Work for this Contract and a Task Assignment which, e.g., include but are not limited to: design drawings/specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems or processes.
- 1.22. **Design criteria package:** Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the Project.
- 1.23. **Design criteria professional:** A firm who holds a current certificate of registration under Chapter 481, F.S., to practice architecture or landscape architecture or a firm who holds a current certificate as a registered Engineer under Chapter 471, F.S., to practice engineering and who is employed by or under contract to the agency for the providing of professional Architect services,

Landscape Architect services, or Engineering services in connection with the preparation of the design criteria package.

- 1.24. **Drawings/Plans:** The official approved drawings or plans or exact reproductions thereof, which have been prepared, signed, sealed and dated by the Consultant, which shows the location, character, dimensions and details of the work to be done and which are considered part of the Contract Documents.
- 1.25. **Effective Date:** The date that this Contract, a Task Assignment, Addendum, Amendment, Modification is fully executed by Consultant and the County.
- 1.26. **Engineer:** The person, firm, or corporation named as such in the contract and/or authorized by the County to act as the County's representative or the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i)(2006) and who may serve as the County's engineers of construction, engineering and inspection. The term Engineer shall be synonymous with design architect/engineer or Architect/Engineer or Consultant.
- 1.27. **Engineer of Record:** The professional Engineer or engineering firm contracted or employed by the County and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be County in-house staff or a Consultant retained by the County.
- 1.28. **Field Order:** A written instrument issued by the Consultant to the Contractor, which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.
- 1.29. **Final Certificate of Payment:** A certificate for payment which shall constitute a representation of the Consultant to the County that the quantity of the work has been performed in accordance with the Contract Documents. The Consultant shall obtain from the Contractor(s) periodic waiver of liens and "no lien affidavits" at each payment
- 1.30. **Final Completion:** That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the final inspection, and (b) the Contractor has submitted its request for final payment including the Contractor's release and all Subcontractor affidavits.
- 1.31. **Firm:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- 1.32. **Inspector or Field Representative:** County Employee or an authorized representative of the Consultant assigned to make inspections of the work performed and materials furnished by the contractor.
- 1.33. **Modification:** A written Amendment to the Contract Documents approved by the County which includes but is not limited to the following:
 - 1.33.1. **Change Order:** A written order to the Contractor signed by the County authorizing an addition, deletion, revision in the Work, or an adjustment in the construction contract price or time issued after execution of the contract.
 - 1.33.2. **Field Order:** A written clarification, interpretation, minor change or alteration issued by the Consultant.

- 1.33.3. **Addenda:** A document written by the Consultant and approved by the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the Consultant.
- 1.34. **Notice of Award:** A written notice by County that the Consultant has been determined by a selection committee to be highly qualified and approved for an award of a contract.
- 1.35. **Notice to Proceed:** The official letter from the County to the Consultant establishing a date on which the Task Assignment will commence.
- 1.36. **Original Expiration Date:** The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.
- 1.37. **Owner:** The owner is Volusia County for whom all Work or Services under this Contract and any Task Assignment related thereto are performed by the Consultant.
- 1.38. **Pre-task Assignment/Conference:** The meeting scheduled by the County Project Manager of all the parties involved with the planning and execution of the Task Assignment(s).
- 1.39. **Professional Services:** Those services within the scope of the practice of Architecture, Professional Engineering, Landscape Architecture, or registered Surveying and Mapping, as defined by the laws of the state, or those performed by any Architect, Professional Engineer, Landscape Architect, or registered Surveyor and Mapper in connection with his or her professional employment or practice.
- 1.40. **Project:** A fixed capital outlay study or planning activity described in the public notice of the County which includes the entire Scope of Work including the Scope of Work in any Task Assignment that shall be performed in accordance with the Contract Documents. A Project may include:
- 1.40.1. A grouping of minor construction, rehabilitation, or renovation activities.
- 1.40.2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
- 1.41. **Project Manager or County Project Manager:** The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Consultant and/or Contractor.
- 1.42. **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- 1.43. **Request for Information (RFI):** A prospective bidders' or Consultants' inquiries for information.
- 1.44. **Request for Statement of Qualifications (RSQ):** An invitation process initiated and used by the County to select contractor(s) or consultant(s) to perform work or provide services in a prospective project(s) based upon their apparent qualifications as submitted by them (respondents) in response to the invitation.
- 1.45. **Scope of Services/Work:** The general services/work, herein defined in this Contract, as well as the scope of work in a Task Assignment including responsibility for performing and complying

with all incidental matters pertaining thereto, as set out in the Task Assignment.

- 1.46. **Services:** Those services are the Professional Services of work or tasks as defined in Section 287.055, F.S. to be performed by the Consultant as provided for under this Contract and any Task Assignment which shall be performed by a duly licensed professional Engineer or Engineering firm, Architect or Architectural firm, Landscape Architect or Landscape Architectural firm, Surveyor, and/or Mapper who is registered in the State of Florida.
- 1.47. **Shop Drawings:** All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by Contractor or Consultant, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.
- 1.48. **Specifications:** The document that establishes the material and performance requirements of goods and services.
- 1.49. **State:** State of Florida.
- 1.50. **Subconsultant:** A person other than a materialman or laborer who enters into a contract with a Consultant for the performance of any part of the Basic Contract.
- 1.51. **Sub-subconsultant:** A person other than a materialman or laborer who enters into a contract with a sub-consultant for the performance of any part of such sub-consultant's contract.
- 1.52. **Substantial Completion:** The date as certified by the County's Project Manager when the Task Assignment or Project or a specified part as agreed to in writing by the parties is sufficiently completed to the satisfaction of County or its designated representative, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the applicable Task Assignment.
- 1.53. **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.
- 1.54. **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Consultant under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.
2. **ORDER OF PRECEDENCE.** In the event of any inconsistency between this Contract and a Task Assignment and its attached documents or exhibits regarding the Scope of Work and the amount of Compensation paid to a Consultant, the Task Assignment and its attached documents or exhibits shall be controlling. For all other inconsistencies between this Contract and a Task Assignment and its attached documents or exhibits, this Contract shall be controlling.
3. **SCOPE OF WORK.**
 - 3.1. **General Scope of Services.** The following general Scope of Services shall be governed by Section 3.2 of this Contract. The Consultant shall provide services under this Contract in accordance with the Scope of Services set forth in Exhibit "B".
 - 3.1.1. Provide all certifications ("Engineer of Record"), calculations, drawings, and any other documents required for special permits and authorizations from various government

bodies or agencies having jurisdiction over the project except for those permits that the County is responsible to provide to the consultant such as environmental surveys/permits, wetland identification surveys, traffic impact studies, property surveys, geotechnical studies/reports and quality control testing;

- 3.1.2. Prepare a time scaled diagram (Design Schedule) showing the proposed dates of completion of various design phases and scheduled completion of working drawings and technical specification manuals; submit the design schedule for County Project Manager's review and approval;
- 3.1.3. Obtain at least three quotes from subcontractors if any part of the Task Assignment requires a subcontractor to perform the Work;
- 3.1.4. Evaluate proposals furnished by the Contractor or a construction management firm, if requested by the County. Cooperate with and facilitate the performance of duties of a construction manager, if so required by the County;
- 3.1.5. The Work or Services to be rendered by the Consultant shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein;
- 3.1.6. If specified in a Task Assignment, furnish consultation and advice during the construction of a project and perform construction administration or commissioning services;
- 3.1.7. Furnish all other architectural/engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in the Task Assignment:
 - 3.1.7.1. **Investigation Phase.** Consultant shall visit the project site, initiate and hold project meetings as may be necessary to develop the design and preliminary sketches of the contemplated project. The Task Assignment shall specify the required number of visits necessary for the Consultant to design/develop construction plans and technical specification. The Consultant shall confer with the project manager to ascertain the number of site/project meetings. The number of site visits and/or project meetings shall depend upon the complexity of the project.
 - 3.1.7.2. **Design/Construction Plans and Specification.** Consultant shall submit design development documents and estimates of the approved design to the County for review. Each plan package and its component parts shall be prepared in accordance with the Task Assignment. The plans shall be of sufficient detail indicating floor plan layout, elevations, outline specifications, to illustrate the size and character of the entire project in its essentials as to kinds of material, type of structure, mechanical and electrical systems (if applicable), site work, and such other work as may be necessary for a completely functioning project. Consultant shall submit a cost estimate, if requested, or opinion estimate for this phase of the work for review and approval by the County. The estimate shall include, as required for the project, the identification of costs for heating, ventilation, plumbing, air conditioning, electrical lighting and power.
 - 3.1.7.3. Notwithstanding, Section 3.1.7.2, Consultant shall submit a cost estimate, if requested, or opinion estimates during each phase of the work. Estimates shall be submitted between 30, 60, and 90 percent, and again at the 100 percent stage of completion or as specified in the Task Assignment. Each estimate will

be utilized to review the Scope as may be necessary to complete the project within the construction budget. In the event that the project construction cost estimate exceeds the construction budget as set forth above, consultant shall, after review and upon written request of the County at Consultant's direct labor rates, pursuant to 3.2.6.1, continue to revise any or all of the project design, drawings, specifications, and estimates in a manner satisfactory to the County, until the revised estimate conforms to the County's budget. Consultant shall submit to the County for review the required number of sets of the contract plans, the latest cost estimate, and complete specification books as specified in the Task Assignment.

- 3.1.7.4. Each 100% final construction plan package shall be accurate, legible, complete in design, and suitable for public bidding purposes. Construction drawings shall meet the following minimum plans and design documentation packaging requirements:

- 3.1.7.4.1. Cover/Key Sheet
- 3.1.7.4.2. Summary of Pay Items, if applicable
- 3.1.7.4.3. Reference Points, if applicable
- 3.1.7.4.4. Typical Sections
- 3.1.7.4.5. Miscellaneous Detail Sheet

- 3.1.7.5. Consultant shall also prepare final construction drawings and technical specifications suitable for inclusion in a County prepared bidding package. The construction documents shall be prepared at the drawing scales specified in the Task Assignment for the development of the following elements:

- 3.1.7.5.1. Statement of probable costs of the project
- 3.1.7.5.2. Layout/site plan
- 3.1.7.5.3. Grading and drainage plans
- 3.1.7.5.4. Technical specifications that define materials appropriate for construction

- 3.1.7.6. Following the approval of design development documents and estimates of cost by the County, Consultant shall prepare construction Contract Documents that include plans, suitable for reproduction for the project in complete detail as per the Task Assignment.

- 3.1.7.7. **Completed Plans, Specifications, Documents, and Cost Estimate.** Upon completion and final approval by the County of the plans, specifications, other Contract Documents, and detailed construction cost estimates and/or opinion estimate of construction cost per task assignment, Consultant shall deliver to the County in the medium and number of copies specified in the Task Assignment the following:

- 3.1.7.7.1. Any data or field notes obtained pertaining to the project, including data and field notes obtained from additional surveys;
- 3.1.7.7.2. Complete final approved original tracings or electronic files of contract plans;
- 3.1.7.7.3. Typed masters or electronic files of Contract Documents, other than plans, suitable for reproduction on 8" x 11" paper; and

3.1.7.7.4. The last cost or opinion estimate of the construction cost in detail for approval by the County.

3.1.7.8. **Permitting Phase Services.** If required in the Task Assignment, Consultant shall be responsible for applying and assisting the County in securing all applicable permits; for preliminary coordination with the County and other appropriate regulatory agencies so that the design efforts are properly directed towards permit approval; for preparing and submitting permit packages based on preliminary coordination with the County; and for other appropriate regulatory agency requirements under the County's name at the time of submittal. Consultant shall include in the permit packages the site and system design information required by the County and other regulatory agencies, applicable sketches and calculations. Consultant shall respond to the requests of the County and other regulatory agencies concerning the submitted information; report to the County any requests for information not required at the time of permit submittal, as made known during the preliminary coordination; reproductions in excess of requirements; or regulation changes requiring permit resubmission. County shall be responsible for the permitting fees. The County, however, will not pay a fee to the Consultant when the Consultant is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that are not attributable to changes in rules made by the regulatory agency after submission of the original permit package. Consultant shall attend the appropriate number of office and field meetings necessary for the preliminary coordination as set forth in a Task Assignment.

3.1.7.9. **Bidding Phase.** Consultant shall attend the pre-bid conference meeting at the location selected by the County. Consultant shall answer questions, as applicable, and take minutes as necessary for a written response; provide plan and specification clarification and prepare addenda to be issued by the County; review and evaluate bid packages from each respondent; and summarize in writing his/her recommendation based on the definition of responsive and responsible as defined in the Contract Documents.

3.1.7.10. **Construction Phase Services.** Consultant shall visit the project site, including attending job construction meetings, during construction to monitor the progress, quality of the work, and that the work is proceeding in accordance with the construction Contract Documents. During such visits, Consultant shall make reasonable efforts to protect the County against defects and deficiencies in the work of the contractors by informing the County Representative the work does not, in their opinion, conform to the Contract Documents. Consultant shall keep the County informed of the progress and quality of the work by submitting a written report of each visit. As part of the site visits, if required for the project, the Consultant's mechanical and electrical engineers shall also visit the project site and attend job construction meetings as requested to determine if the mechanical and electrical work is proceeding in accordance with the construction Contract Documents. Task Assignment shall specify the required number of visits necessary for the Consultant to monitor the progress and quality of work. Consultant shall perform the following tasks, including, but not limited to, assisting the County during the construction to verify that the project is completed in general conformance with the construction Contract Documents.

3.1.7.10.1. **Preconstruction Conference:** Consultant shall prepare the agenda,

if requested; attend the County's preconstruction conference meeting; prepare and submit notes of the meeting.

3.1.7.10.2. **Design Clarification Responses:** Consultant shall provide technical interpretation of the plans/drawings, specifications, and Contract Documents; evaluate requested deviation from the approved design or specification; and review and respond to requests for information (RFI) from the Contractor. Consultant shall prepare supplementary sketches as may be necessary for clarification of construction plans and assist in resolving actual field conditions encountered.

3.1.7.10.3. **Site Visits:** Consultant shall visit the job site to monitor the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents including site visits for both substantial and final completion for each project. The Consultant shall route all job correspondence to the Contractors through County.

3.1.7.10.4. **Pay Request Review:** Consultant shall determine based on the observations and surveillance, as set forth above and on the evaluation of the Contractor's progress payment requests, the amount owed to the Contractor(s) and transmit the Contractor's payment requests to the County with recommendation for payment in accordance with the terms and conditions of the Contract Documents. The Consultant shall conduct visits to the project as necessary to determine the dates of Substantial and Final Completion and shall issue to the County a Final Certificate of Payment. Such certificate for payment shall constitute a representation of the Consultant to the County that the quantity of the work has been performed in accordance with the Contract Documents. The Consultant shall obtain from the Contractor(s) periodic waiver of liens and "no lien affidavits" at each payment. Additionally, at completion of the project, Consultant shall obtain from the Contractor(s) final waiver of lien, final "no lien affidavits," and final affidavit of release of liens prior to certification of Final Payment.

3.1.7.10.5. **"As-Built":** The Consultant shall prepare record drawings by reviewing and considering information or drawings provided by the contractor; revise original design drawings of the project and submit to the County hardcopy and an electronic file of the record drawing using information supplied by Contractor.

3.1.7.10.6. **Shop Drawing Review:** The Consultant shall review shop drawings and other data that the Contractor is required to submit. Consultant shall examine for compliance with design concept and recommend to County, approval or rejection of shop drawings and of material and equipment submitted as qualified for use in the project, based on literature and samples supplied by the Contractor through the County. Consultant shall submit to the County original drawings that will reflect all amendments to the Contract Documents. Consultant shall prepare any necessary change orders and assemble written guarantees required of the Contractors.

3.1.7.10.7. **Project Close-Out:** The Consultant shall make final review of construction to determine if work was completed in general conformance of the construction contract documents; assist in the preparation of final "punch list" when the project is substantially completed; assist in negotiating the final payment for construction; and submit a final letter report upon which final settlement and contract closeout can be based. If required, prepare and submit to Florida Department of Environmental Protection (FDEP) or Department of Health for approval, the FDEP certificate of completion of construction for both water and sewer.

3.1.7.11 **Deliverables.** Submit final design plans and support documents to the County for review and approval at specified junctures in the medium and number of copies specified in the Task Assignment. If required in the Task Assignment, each plan set submitted shall have the percentage completed for those submittals clearly indicated on the first sheet of each set of plans.

3.2. **Performance Criteria:**

- 3.2.1. All Work or Services shall be performed in accordance with the Contract Documents and shall be approved by the County in writing prior to commencing any Work or Service(s) described herein or in a Task Assignment.
- 3.2.2. This Contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under this Contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Consultant. A sample Task Assignment is attached hereto as Exhibit "A". Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
- 3.2.3. Notwithstanding the General Scope of Work and Services provision in Section 3.1., the Scope of Work for a Project shall be set forth with specificity and describe in detail all specifications, plan requirements, deliverables, additional performance criteria, maximum not-to-exceed compensation, the commencement and completion dates, materials, equipment, testing and any other item or criteria required to complete the Work or Services in the Task Assignment. Each Task Assignment shall relate to the General Scope of Work and Services in Section 3.1 and shall supplement this Contract and be made a part thereof.
- 3.2.4. All materials and labor necessary to complete a Task Assignment shall be furnished by the Consultant unless the Contract Documents state otherwise. Said materials shall be of good quality and as specified in the Contract Documents; and all work and labor will be performed, pursuant to Section 7.3.5, to the satisfaction of the County.
- 3.2.5. The Consultant shall provide the services required herein strictly in an independent contractor relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. For each purpose related to this Contract and each Task Assignment, Consultant and contractors, subcontractors or subconsultants shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment

to the Consultant to perform the duties required by a Task Assignment under this Contract nor will the County pay for any business, travel, office or training expense or any other contract performance expense not specifically set forth in the scope of services of a Task Assignment. The Consultant is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Consultant for such entities does not conflict with the Consultant's services to the County in any Task Assignment.

- 3.2.6. As applicable to each Project performed by the Consultant during the term of this Contract or Task Assignment, the County may at any time, by written order, make changes within the general scope of a Task Assignment and the Work and/or Services to be performed through Amendments to the Task Assignment. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Consultant's cost of, or the time required for performance of, the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended through the Amendment of the Task Assignment in writing stating the equitable adjustment prior to the commencement of Work covered by the equitable adjustment. Any claim by the Consultant for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change unless the County grants in writing an additional period of time before the completion of the Contract; otherwise, the claim shall be deemed waived. The Consultant shall proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.

- 3.2.6.1. **Changes to Scope of Work.** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one (1) or more Amendments to the Task Assignment signed by the County and Consultant prior to the commencement of Work or Services covered by the equitable adjustment. If, despite good faith negotiations, the parties are unable to agree to the terms of an Amendment to a Task Assignment, the parties shall follow the dispute resolution process provided under Section 18.

- 3.2.7. **Time is of the Essence.** Time is of the essence for each Task Assignment issued under this Contract and all Projects performed in accordance herewith.

- 3.2.8. County and Consultant shall exhaust all methods to resolve issues, including but not limited to, the dispute resolution procedures in Section 18 of this Contract before any action is taken to declare the County or Consultant in default of this Contract.

4. TERM OF CONTRACT.

- 4.1. Subject to Section 4.2, the Term of this Contract shall commence on the Effective Date of this Contract or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Except as provided in Section 4.2 the expiration of the term of a Task Assignment issued under this Contract shall have no effect upon this Contract. This Contract may be renewed by the County if the County determines that renewal is in the best interest of the County and satisfies the requirements of Section 287.055, F.S. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.

- 4.2. All Task Assignments issued under this Contract shall terminate at the expiration of the term of the Task Assignment, unless amended in writing by the parties, or the term of this Contract, except if a Task Assignment issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion Date of said Task Assignment, including any Amendments thereto, and after all Work or Services under the Task Assignment have been approved and accepted by County's Project Manager. As such, the obligations entered therein by both parties under this Contract and said Task Assignment shall remain in full force and effect until completion of all Work or Services performed under this Contract and/or the Task Assignment.
- 4.3. The Work or Services to be rendered by the Consultant shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein.
- 4.4. No new or additional Task Assignments shall be issued after the Original Expiration Date of this Basic Contract. The extension of this Contract to coincide with the completion of an existing Task Assignment issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the County or the Consultant to enter into a new or additional Task Assignment after the original expiration date of this Contract, unless this Contract is renewed prior to entering into an Contract for a new or additional Task Assignment.

5. CONTRACT PRICE AND COMPENSATION.

- 5.1. For Work, Services, or each separate Project performed under a Task Assignment during the term of the Contract, the Consultant shall be paid Compensation for all Work or Services performed in a Task Assignment, including labor and materials on a "fixed fee," "time and materials", "cost-plus-a-fixed-fee" or "guaranteed maximum-not-to-exceed" basis as applicable in the Task Assignment. The Task Assignment shall state the method of Compensation.
 - 5.1.1. Regardless of the method of Compensation, e.g., "fixed fee", "time and materials", "cost-plus-a-fixed-fee" or "guaranteed maximum-not-to-exceed" basis, Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project or Task Assignment costs which result in an increase in the cost of the Task Assignment or because the time for completion varies from the original estimate, including completion or substantial completion of the Task Assignment prior to the scheduled or Contract or Task Assignment completion date or on account of County's election to furnish any of the Work or Services. In addition, Consultant shall certify in the Task Assignment that the original contract price or Compensation for a Project or Task Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
 - 5.1.2. **Reimbursable Expenses:** Subject to the County's Travel and Reimbursement Policy, Sections 112.061 (7) and (8), Florida Statutes, or their successor, reimbursable expenses include actual and verifiable expenditures without any mark-up made by the Consultant or Consultant's employees and/or agents that directly relate to the Task Assignment and to the expenses listed in the following subparagraphs:
 - 5.1.2.1. Expenses of transportation, when traveling is directly related to the Project and necessary, based on and in accordance with the Scope of Work of a Task Assignment;

- 5.1.2.2. Long distance calls and telegrams;
 - 5.1.2.3. Fees paid for securing approval of authorities having jurisdiction over the tasks of the Project or Task Assignment;
 - 5.1.2.4. Expenses of reproductions;
 - 5.1.2.5. Postage and handling of drawings and specifications;
 - 5.1.2.6. Any other expenses related to the Project; and
 - 5.1.2.7. If authorized in the Task Assignment, the cost of other expenditures made by the Consultant that relate directly to the Scope of Work in the Task Assignment.
- 5.1.3. **Truth-in-Negotiation Certificate.** For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or Compensation in a Task Assignment over \$150,000.00, Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation are accurate, complete, and current at the time of contracting. Any Professional Service contract or Task Assignment under which such a certificate is required must contain a provision that the original contract price or Compensation and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or Compensation adjustments must be made within one (1) year following the end of the contract. Otherwise, such adjustments shall be deemed waived by the Consultant and null and void for the purposes of this Contract or the Task Assignment. The signature on this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- 5.1.4. **Fixed Fee or Price & Guaranteed Maximum-Not-To-Exceed Compensation.** The total Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation for a Task Assignment shall be comprised of the total cost of the project, including all design engineering, materials, machinery, equipment, labor, temporary construction, capital spare parts, reimbursable expenses, all mark-ups for overhead and profit. In addition, the Task Assignment shall state with specificity the commencement and completion dates, all materials, contingency and escalation allowances, any and all expenses (including those referenced in Section 5.1.2 herein), and all other items of cost necessary to complete the Task Assignment, whether furnished by County, Consultant, third parties, or others. A Scope of Work for a Task Assignment specifying Compensation on guaranteed maximum-not-to-exceed basis shall allocate the guaranteed maximum-not-to-exceed price or Compensation among, and provide for payments against specified deliverables and performance.
- 5.1.5. **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Consultant. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Consultant shall be:
- A. ☐ % of the total contract price.
 - B. ☐ % of each payment of a milestone payment based on a Project milestone

schedule.

- C. ☒ No retainage will be taken.

The County shall have the right to withhold retainage from Compensation paid to a Consultant. Should the County decide that retainage shall be withheld from Compensation; the amount to be retained from each payment to the Consultant shall be stated in the Task Assignment. The retainage shall be included with the final payment after all Work or Services for the Task Assignment have been approved and accepted by the County and all disputed invoices have been resolved by the parties. The County shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount County would need to have in order to pay another Consultant to complete the Work or Services should Consultant fail to complete the Work in a Task Assignment remaining incomplete as of that date.

5.1.6. Payments.

5.1.6.1. **Punch List.** If County, in its reasonable discretion, does not consider a Project substantially complete, the County shall notify Consultant in writing giving the reasons. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall state the time within which those items shall be completed or corrected, the time to be within the contract time. Disputes regarding payments shall be resolved through the dispute resolution procedure articulated in Section 18 of this Contract.

5.1.6.2. **Approval of Final Payment.** If, on the basis of the County Project Manager's observation and review of Consultant's Work or Services performed during the Task Assignment, final inspection and review of the final application for payment and the County Project Manager's satisfaction that the work has been completed and Consultant has fulfilled all of its obligations under the Contract Documents, County Project Manager, after receipt of the final application for payment, indicate in writing his or her approval of payment and present the application to Accounts Payable for payment. Otherwise, the County Project Manager shall return the application to the Consultant, indicating in writing the reasons for refusing to approve final payment, in which case the Consultant will make the necessary corrections and resubmit the application.

5.1.6.3. **Invoice Detail.** Regardless of the method of compensation, e.g., "fixed fee", "time and materials", or "guaranteed maximum not-to-exceed" basis, the Consultant shall submit an invoice for which Professional Services were rendered to the County in response to its request therefore upon the completion and acceptance of the services detailed in Section 3.1 herein. Each invoice shall show detailed explanations of the services accomplished by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the prices set forth in a Task Assignment. All of the above shall sum to the total amount requested.

5.1.7. **Invoices.** Invoices or payment requests shall be addressed by Consultant and submitted to the County's Project Manager. The Consultant shall submit:

- A. ☒ A monthly statement for Professional Services rendered to the date of the

statement subject to Section 5.1.5. The monthly statements shall reflect the Work or Services actually completed at the time of billing.

- B. ☐ A Final Statement for each County requested Project indicating the Work or Services actually completed after final acceptance of said Work or Services by the County. The Consultant's determination of the Work or Services actually completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) business days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

- 5.1.8. For each Task Assignment, Consultant shall submit a monthly statement for Professional Services rendered to the date of the statement. The monthly statements shall reflect the Work or Services actually completed at the time of billing. The Consultant's determination of the Work or Services actually completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
- 5.1.9. The County may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.
- 5.1.10. Within forty-five (45) days of acceptance by the County Project Manager of all the Work or Services for which Consultant has submitted the monthly statement of professional services, the Consultant shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Part VII of Chapter 218 Florida Statutes, as amended.
- 5.1.11. **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Contract.
- 5.1.12. Pursuant to the terms and conditions articulated in this Contract, an appropriate fee shall be negotiated for each specific Project or Task Assignment to be performed under this Contract and such fee shall be stipulated, together with the Scope of Work for each Task Assignment or project, in separate Task Assignments to this Contract.
- 5.1.13. **Consultant's Continuing Obligations.** Consultant's obligation to perform the Work or services and complete the Task Assignment in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to Consultant, nor the issuance of a certificate of substantial completion, nor any payment by County to Consultant under the Contract Documents nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

6. TERMINATION.

- 6.1. The performance of Work or Services under this Contract may be terminated for convenience or

non-appropriation of funds by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the subsequent date upon which such termination becomes effective.

- 6.2. Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for all outstanding Projects. If the County terminates any Project due to the Consultant's failure to meet a completion deadline as set forth in Section 7 herein, the County may seek the services for the Project from another Consultant. Payment will be made to the Consultant pursuant to 6.3.15.
- 6.3. After receipt of a Notice of Termination as set forth in Section 6.1 above, and except as otherwise directed by the County, the Consultant shall:
 - 6.3.1. Stop work under the Contract or Task Assignment on the date and to the extent specified in the notice of termination.
 - 6.3.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract or Task Assignment, as it is not terminated.
 - 6.3.3. Terminate all orders and subcontracts pursuant to Article 6 to the extent that they relate to the performance of Work or Services terminated by the notice of termination.
 - 6.3.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 6.3.5. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 6. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
 - 6.3.5.1. Sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the notice of termination; and,
 - 6.3.5.2. Completed or partially completed designs, plans, drawings, information, and other property, which, if had been completed, would have been required to be furnished to the County.
 - 6.3.6. Complete performance of such part of the Work or Services as shall not have been terminated by the notice of termination.
 - 6.3.7. After receipt of a notice of termination, the Consultant shall submit to the County its

termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.

6.3.8. Subject to the provisions of Section 6.3.7., the Consultant and the County may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to Article 6 which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.

6.3.9. In the event of the failure of the Consultant and the County to agree as provided in 6.3.8. above upon the whole amount to be paid to the Consultant by reason of the termination of Work pursuant to Article 6, the County shall pay to the Consultant the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.

6.3.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Task Assignment for such work, less any payments previously made.

6.3.9.1.1. Notwithstanding Section 5.1.4., the total compensation shall include the total of the following:

6.3.9.1.1.1. The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under Section 6.3.9.1. hereof;

6.3.9.1.1.2. The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subconsultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,

6.3.10. This Contract or a Task Assignment may be terminated by Consultant if Consultant

provides a minimum of thirty (30) days written notice to the Director of Purchasing. In the event Consultant breaches any of the terms and conditions of this Contract or Task Assignment, and after receipt of notice from County of said breach and time to cure the same the Consultant fails to cure the breach, the County may take over the Work and Services and complete the same by Task Assignment; or otherwise, the Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Consultant's unfinished Work and Services. As such, County may apply unpaid Compensation due and owing to Consultant prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.

6.3.11. In the event that there is a partial termination of this Contract or a Task Assignment by the County or Consultant because of non-appropriation by County, subject to Section 4 - Term of Contract and Section 5 - Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Section 6, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the County prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. County's obligation to pay Consultant under this Contract or Task Assignment is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5-Contract Price and Compensation. Consultant and County shall be obligated to continue performance under this Contract for the work or services within the Scope of Work or Services under this Contract which is not the subject of the partial termination by non-appropriation.

6.3.12. If termination of this Contract or Task Assignment occurs for any reason:

6.3.12.1 The County shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract or Task Assignment and produced pursuant to the Contract Documents for which the County has paid prior to termination of this Contract or Task Assignment or for which County makes payment after termination of this Contract or Task Assignment.

6.3.13. Except as otherwise provided in this Contract, Consultant shall return to the County all County confidential information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.

6.3.14. Except as provided in Section 6.3.12.1., the County shall return to Consultant or destroy all Consultant's confidential information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all third-party products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information and material has been returned or destroyed.

- 6.3.15. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 4 - Term of Contract, Section 5 - Contract Price and Compensation, and this Article 6, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the County for any sums Consultant claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 6.3.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the notice of termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 6.3.17. All provisions of this Contract which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Contract.

7. RESPONSIBILITY OF CONSULTANT.

- 7.1. Consultant shall be duly licensed under the laws of the State of Florida as an Architect, Engineer, Landscape Architect, Mapper or Surveyor for the purposes of this Contract and to satisfy the requirements of Section 287.055, F.S.
- 7.2. Consistent with Article 3 herein, Consultant's performance of Work or Services shall be in accordance with the terms and conditions of this Contract and the applicable Task Assignment(s). The Consultant's performance of Work or Services shall be as a professional consultant to the County to carry out the activities of a Task Assignment under the direction of the County's Project Manager.
- 7.3. Consultant shall perform Work or Services required under this Contract or Task Assignment, including but not limited to reports, studies, schedules, estimates, the development or preparation of plans, specifications, and cost estimates pertaining to a Project. Consultant shall confer with the County Project Manager to ascertain the functional or design criteria of each Task Assignment. The services of Consultant shall also include of the following:
- 7.3.1. Unless otherwise provided in this Contract or Task Assignment, Consultant shall commence in accordance with the Contract Documents the Services required for the Project or Task Assignment within ten (10) days of the County's Notice to Proceed.
- 7.3.2. Consultant shall verify to the County for the applicable Task Assignment that all designs, and specifications, and all data reports, studies, plans, bulletins, schedules, and other drawings therewith conform to the Scope of Work in the Task Assignment and applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Contract and attached to the Task Assignment and incorporated herein by reference.
- 7.3.3. Consultant covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's performance of the Work or Services.

- 7.3.4. The Consultant covenants and agrees that it will not contract for or accept employment for the performance of any Work or Service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the County.
- 7.3.5. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant under this Contract and any Task Assignment from the inception of this Contract or Task Assignment until the Project has been fully completed, shall be of the standard and quality that prevail among similarly situated licensed professional consultants engaged in the Consultant's profession or practice in the State of Florida under the same or similar circumstances involving the design and/or construction of the Project.
- 7.3.6. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant shall be in accordance with the most current specifications or technology at the time this Contract is fully executed for projects such as the Project in the Task Assignment as of the time Consultant delivers to County the drawings, specifications and/or Deliverables. Thereafter, Consultant shall keep the County informed of any changes or advancements in such specifications or technology occurring any time prior to or during actual implementation of the Project.
- 7.3.7. Consultant covenants and agrees as follows:
- 7.3.7.1. Consultant recognizes that its special talent, training, and experience caused the County to select Consultant to be the prime professional on the Project or Task Assignment;
 - 7.3.7.2. Consultant comprehends the specifications and requirements of the Scope of Work of the applicable Task Assignment and the use of the same in their entirety to provide Project Deliverables; and
 - 7.3.7.3. Consultant possesses the special skills to recognize material errors or omissions that shall make a Deliverable fail to perform within the specifications and requirements of the Scope of Work for the applicable Task Assignment.
- 7.3.8. Consultant covenants and agrees that any Project data, reports, studies, designs, drawings, specifications and requirements prepared by Consultant or its agents or subconsultants shall be completed, pursuant to Section 7.3.5. In addition, Consultant shall include in any such reports, studies, bulletins, schedules, designs, drawings, and/or specifications warnings about known hazards to the Project.
- 7.3.9. Consultant covenants and agrees to the following: (1) the Project plans and specifications shall conform to their foreseeable use in the Project with all the amenities as set forth in the plans and specifications in the Task Assignment; and, (2) the Consultant shall produce Deliverables made pursuant to Section 7.3.5. Consultant's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by County of any plans or specifications in a Task Assignment, nor shall Consultant be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying on Consultant's skill, expertise, and knowledge in preparing the plans and specifications or any other documentation. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.

- 7.3.10. Consultant covenants and agrees that all persons connected with Consultant directly in charge of the professional work are duly registered and licensed under Florida law and pursuant to this Contract.
- 7.3.11. Consultant covenants and agrees that it shall be liable for all errors or omissions proximately caused by Consultant, if any, in judgment relative to the Work or Services of any Task Assignment under which Consultant provides Work or Services.
- 7.3.12. Consultant covenants and agrees to call to County's attention anything of any nature in any deliverables, reports, studies, bulletins, schedules, designs, drawings, documentation, plans, specifications, requirements or instructions prepared by Consultant or data supplied to Consultant by the County or any other party that Consultant regards in Consultant's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such data is furnished in the Project.
- 7.3.13. Consultant covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Consultant with the degree of skills and diligence.
- 7.3.14. Consistent with Section 7.3.11., Consultant covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Consultant becomes aware of such defects or is notified of such defects. Should Consultant refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then County, pursuant to Section 6., shall be entitled to make good such defective Services at the expense of Consultant and/or terminate this Contract and the Task Assignment. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective Work or Services that County may have at law or in equity.
- 7.3.15. Consultant covenants and agrees to provide all necessary and required plans for the successful design or completion of a Project as agreed to in the Task Assignment's Scope of Work and as governed by this Contract. Written Deliverables shall be made and delivered in accordance with this Contract or Task Contract. Each written Deliverable shall be accurate, legible and suitable for public bidding purposes. For recommendations concerning the plan preparation of studies, plans, or specifications, the Consultant should refer to the latest applicable manuals as determined by the County Project Manager. All studies, plans, drawings or specifications must meet the County's requirements to obtain permits or government documents, licenses and certificates as applicable in a Task Assignment. In addition the Consultant shall have the following responsibilities:
- 7.3.15.1. Consultant shall be responsible for preliminary coordination with the County and other appropriate regulatory agencies so that design efforts are properly directed towards permit approval;
- 7.3.15.2. If applicable in a Task Assignment, prepare permit packages based on preliminary coordination with the County and other appropriate regulatory agency's requirements at the time of submittal. The permit packages shall include site and system design information required by the County and other regulatory agencies, applicable sketches and calculations as set forth in the Task Assignment;

- 7.3.15.3. Consultant shall respond to the requests of the County and other regulatory agencies concerning the submitted information. The Consultant shall report to the County any requests for information not required at the time of permit submittal, as made known during preliminary coordination, reproductions in excess of requirements, or regulation changes requiring permit resubmission:
- 7.3.15.4. The County shall provide the permitting fees, but shall not pay an additional fee to the Consultant when the Consultant is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that were the responsibility of the Consultant and that are not attributable to changes in rules made by the regulatory agency since submission of the original permit package:
- 7.3.15.5. Consultant shall review all design and shop drawings and other data that the Consultant is required to submit to the County or any state, local or federal agency. These drawings shall be reviewed for general conformance with the design concept of the Project and scope of work of the Task Assignment and general compliance with the information given in the Contract Documents;
- 7.3.15.6. Consultant shall make final review of Project Deliverables to determine if Work or Services were completed in general conformance with the Contract Documents; and
- 7.3.15.7. Consultant shall prepare and submit a schedule or time line of each task listed in a Task Assignment.
- 7.3.16. **Annual Statement of Qualifications.** Annually, the Consultant shall submit to the County's Contracts Administrator statements of qualifications and performance data confirming that Consultant is a duly licensed and registered professional Architect, Engineer, Landscape Architect, or Surveyor and Mapper as applicable in connection with Consultant's professional practice and the Services or Work provided to the County under this Contract.
- 7.3.17. **Design Phase.** As required by the County, Consultant shall submit a certain number of sets of design development documents and/or estimates as specified in the Task Assignment to the County for review. The plans and specifications shall be of sufficient detail indicating, e.g., floor plan layout, elevations, outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, site work, and such other work as may be necessary for a completely functioning Project or completed design drawings and specification. As requested by the County Project Manager, the Consultant shall submit a unit cost or opinion of cost estimate for this phase of the Work or Services for review and approval of County. This estimate or opinion shall include, e.g., identification of costs for heating, ventilation, plumbing, air conditioning, and electrical lighting and power, and other items applicable to the Project or Task Assignment.
- 7.3.18. **Final Review of Plans, Specifications, and Estimates.**
 - 7.3.18.1. As requested by the County or as set forth in a Task Assignment, Consultant shall submit to County for review copies of the Project plans and specifications, and copies of the latest detailed cost estimate.

- 7.3.18.2. Upon completion and final approval by County of the Project plans, specifications, other Contract Documents, and cost estimates (if required in the Task Assignment), Consultant shall deliver to County as part of the contract obligation or as set forth in the Task Assignment, unless otherwise noted completed plans, designs, drawings, specifications, documents, and cost or opinion estimates.
- 7.3.18.3. Consultant shall submit to County original drawings and specifications that shall reflect all amendments to the Contract Documents.
- 7.3.18.4. Consultant agrees to furnish all services, materials, labor, and all other items required to undertake and complete all Work or Services required by this Contract or any Task Assignment in accordance with the drawings, plans, and specifications submitted to the County by Consultant or relied upon by the Consultant to complete the Project or Task Assignment.
- 7.4. **Assurance.** Consultant gives County its assurance that all Work or Services performed under this Contract shall be timely performed, pursuant to Section 7.3.5., and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work of a Task Assignment or of the inspections, tests (if applicable) or approvals in a Task Assignment shall be considered materially defective and constitute a breach of this Contract or the Task Assignment.
- 7.5. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, and Consultant has agreed in a Task Assignment to perform such services, Consultant shall furnish the County's Project Manager with the required certificates of inspection, testing or approval. All tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization that may be required by law or the Contract Documents.
- 7.6. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the Consultant under this Contract or any Task Assignment. The Consultant shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Service for which it is responsible.
- 7.7. All Work performed by Consultant including all general provisions, special provisions, job specifications, drawings, Addendum, Amendments to Task Assignments, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work of a Task Assignment and all applicable local laws, codes, ordinances and statutes and the performance criteria in Section 3.2. Otherwise, if Consultant is an Architect or Engineer, only work certified by said consultant, which in whole or part constitutes, a Deliverable in a Task Assignment shall comply with the Scope of Work in a Task Assignment and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents in a Task Assignment shall not be required in a Project unless the County in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.8. If applicable in a Task Assignment, Consultant will supervise and direct all Work or Services efficiently and pursuant to Section 7.3.5. As such, Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures for the design or development of a Deliverable. Further, Consultant shall be responsible for assuring the County that finished Deliverables complies accurately with the Contract Documents or plans and specifications of the

Scope of Work in the applicable Task Assignment.

- 7.9. Consultant will make periodic visits as delineated in the Task Assignment to the site to observe the progress and quality of the executed construction Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents or Task Assignment. The efforts of the Consultant shall be directed toward providing assurance for the County that all Work completed in a Task Assignment shall conform to the requirements of the Scope of Work of the Task Assignment. On the basis of Consultant's observations, skills and experience, Consultant shall keep the County informed of the progress of all Work and shall endeavor to guard the County against defects and deficiencies in the Work. As required in the Task Assignment, each site visit will be followed by a report to the client of known deviations from the Contract Documents or plans and specifications in the Scope of Work of a Task Assignment.
- 7.10. Consultant shall issue with reasonable promptness all written clarifications or interpretations of a Task Assignment (in the form of drawings or otherwise as requested by the County) that Consultant may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Task Assignment.
- 7.11. Concerning Subconsultants.**
- 7.11.1. Consultant shall not employ any subconsultant, other person or organization against whom the County may have reasonable objection, nor shall Consultant be required to employ any subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any subconsultant who has been accepted by the County without the County's approval.
- 7.11.2. County's disapproval or requirement of removal or replacement of Consultant's employee or subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or subconsultant poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under other than honorable conditions from any of the Armed Forces of the United States.
- 7.11.3. Consultant shall be fully responsible for all negligent acts and omissions of its subconsultant or sub-subconsultants and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any subconsultant, except as may otherwise be required by law. County may furnish to any subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.
- 7.11.4. Consultant agrees to bind specifically every subconsultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 1-3 and 16 of this Contract for the benefit of the County.
- 7.11.5. The Consultant shall require all subconsultants or sub-subconsultants or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the County and the Consultant.

- 7.11.6. Any subcontractors or subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for each Project assigned under this Contract. Any substitution of such subcontractors, subconsultants or associates will be subject to the prior written approval of the County Project Manager.
- 7.11.7. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's subconsultants or sub-subconsultants for payment of monies such subconsultant or sub-subconsultants claims to be owed by Consultant for Work performed under this Contract or a Task Assignment, provided that the County has paid Consultant in accordance with the terms of this Contract.
- 7.11.8. Nothing in this Contract or a Task Assignment shall create any obligation on the part of the County to pay directly to any subconsultants or sub-subconsultants of Consultant any monies due to such subconsultant or sub-subconsultants or claims of a subconsultant or sub-subconsultant for amounts owed by Consultant to subconsultant or sub-subconsultant for Work performed under this Contract or Task Assignment.

8. AUTHORIZATION FOR SERVICES.

- 8.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Consultant will perform any Project for the County during the life of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract as determined in the County's sole and absolute discretion.
- 8.2. **Certifications for Completed Work.** Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work of a Task Assignment until such work is certified by Consultant.

9. INDEMNIFICATION.

- 9.1. Consultant shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses and expenses including reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and its subconsultants or sub-subconsultants or agents performing Work or Services under this Contract or a Task Assignment, caused by any negligent act or omission of Consultant, any of Consultant's subconsultants or sub-subconsultants, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Consultant will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.

- 9.2. In all claims against the County or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys and employees by any employee of Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, contractor or any subcontractor or subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 9.3. If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
- 9.3.1. In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
- 9.3.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - 9.3.1.2. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the licensed applications and/or sublicensed applications in any manner; or
 - 9.3.1.3. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and
 - 9.3.1.4. Unless otherwise agreed by the parties, promptly shall mean that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.
- 9.4. **Confidential Information and Indemnification.** If Consultant is licensing or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Task Assignment. Said license includes software owned by Consultant which is furnished under this Contract or a Task Assignment, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- 9.5. The terms "proprietary software, sensitive information" and "trade secret" shall constitute Confidential Information and shall be that which is defined in and exempt from disclosure pursuant to Florida Statutes, Chapter 119, and Section I, Section 24 of the Florida Constitution ("Florida Public Records Law"), and Chapter 812 of the Florida Statutes. In addition and for the purposes of this Contract and any Task Assignment, Confidential Information shall include confidential information and/or trade secret information disclosed by Consultant to County that

is expressly identified in writing by Consultant and Consultant's subconsultants or sub-subconsultants. Any Confidential Information provided to County by Consultant must be expressly identified in a "Nondisclosure Contract for Confidential Materials" form which Consultant may obtain from the County's Purchasing Division.

9.5.1. Confidential Information and/or Trade Secret do not include the following:

- 9.5.1.1. Information already known or independently developed the party in possession; or
- 9.5.1.2. Information in the public domain through no wrongful act of the party in possession; or
- 9.5.1.3. Information received by the party in possession from a third party who was free to disclose it; or
- 9.5.1.4. Information regularly disclosed to third parties without restriction on disclosure, or
- 9.5.1.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.

9.6. In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth above within aforementioned time period set forth herein during the term of this Contract or Task Assignment, Consultant shall be in material default of this Contract and subject to Section 6: Termination.

9.7. If Consultant is granting a license or develops software for the County in a Task Assignment, it hereby warrants and represents that:

- 9.7.1. Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into this Contract and grant County a perpetual license; and
- 9.7.2. No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license Contract of Consultant for any work performed under this Contract or Task Assignment violates or is protected by right, title, interest or similar right of any third person or entity.

10. LIMITATION OF LIABILITY AND REMEDIES.

10.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). 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 of limits of liability of County beyond any statutory limited waiver of immunity of 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 County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit on any third party for the purpose of allowing any claim against County which would otherwise be barred under the doctrine of sovereign immunity or

operation of law.

11. COUNTY REPRESENTATIVE.

- 11.1. The Work or Services shall be provided by the Consultant under the direction of the authorized County Representative, except as limited by the County's Purchasing and Contracts Procedures (see www.volusia.org/purchasing), who shall have decision authority subject to the requirements of the County's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.
- 11.2. Neither the County Representative's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Consultant's negligent performance of the services furnished under this Contract.

12. REUSE AND OWNERSHIP OF DOCUMENTS.

- 12.1. Provided that Consultant has been paid by County for all completed Work in the applicable Task Assignment in accordance with the terms of this Contract, the County shall have unlimited rights, for the benefit of the County, in all reports, statistical data, specifications, notes and other Consultant's work produced in the performance of this Contract, including right to copy plans for any purpose including for the use and maintenance of the Deliverable(s) of a Project. If County determines to reuse or adapt plans signed and sealed by Consultant, Consultant shall be entitled to further reasonable compensation at rates agreed upon by County and Consultant prior to executing and commencing any Work in a Task Assignment. Said rates shall be incorporated in the Task Assignment. Further, all documents prepared by Consultant pursuant to this Contract are instruments of service in respect of the Project or Task Assignment. The Consultant shall not be liable for the negligent reuse by the County of said documents.
- 12.2. All deliverables analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Consultant's Work or Services or that have been created during the course of the Consultant's performance under this Contract shall become property of the County and/or "works made for hire" (as defined under the 1976 Copyright Act (Title 17 of the United States Code) as amended) after final payment is made to the Consultant.

13. EXPERT WITNESS

- 13.1. If requested by the County, the Consultant shall serve as an expert or professional witness for the County in any legal proceedings arising in connection with this Contract. The expert or professional witness fee for Consultant shall be a reasonable rate negotiated at the time the Consultant is called for such a duty.

14. AUDIT AND EXAMINATION OF RECORDS

- 14.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Contract or any Contract change or other modification are accurate, complete, and current, the County Project Manager, or County's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Contract - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein that were prepared by the Consultant in connection with work under this Contract. Unless the price is

based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices are set by law or regulation. The Consultant agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

16. INSURANCE REQUIREMENTS.

16.1. Required Types of Insurance:

The Consultant shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers' Compensation	Florida Statutory Coverage
Commercial General Liability	\$2,000,000. General Aggregate
.....	\$2,000,000. Products/CompOps Aggregate
Products-Completed Operation	\$1,000,000. Personal/Advertising Injury
.....	\$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability\$1,000,000. CSL
All autos-owned, hired or no-owned
(Symbol 1 Coverage)

Professional Liability.....\$1,000,000. Each Occurrence
.....\$5,000,000. General Aggregate

(Errors & Omissions)

- 16.1.1. Minimum underlying coverage's shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. Umbrella liability limit will not be required to be carried by subconsultants.
- 16.1.2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverage's/policies that are included.
- 16.1.3. **Workers' Compensation Insurance.** Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or provide Work or Services under this Contract or that is in any way connected with Work or Services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

16.1.3.1. Consultant and its Subconsultants, or any associated or subsidiary company

doing Work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

16.1.4. Commercial General Liability Insurance. Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Consultant's operations "broad form" property damage coverage's protecting itself, its employees, agents, for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant arising from Work or Services performed under this Contract. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's contract to indemnify, and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Contract. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

16.1.5. Motor Vehicle Liability. The Consultant shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

16.1.6. Professional Liability. The Consultant shall ensure that it secures and maintains, during the term of this Contract, Professional Liability insurance with limits of no less than the amount shown above contemplated by this Contract. Such policy shall cover all the Consultant's professional liabilities and broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

16.1.6.1. If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

16.1.6.2. The Consultant must maintain a retroactive date prior to or equal to the effective date of this Contract. The Consultant shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than

three (3) years in the event a sub-consultant's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Contract. The Consultant's purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require have the sub-consultant's carrier immediately inform the Consultant, and the County of Volusia's Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.

- 16.1.7. **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

16.2. General Insurance Requirements:

- 16.2.1. All insurance policies 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.
- 16.2.2. Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Consultant or its Subconsultants for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.
- 16.2.3. **Waiver of Subrogation.** The Consultant hereby waives all rights against the County and its Subconsultants to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Consultant shall require similar waivers from all its Subconsultants. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).
- 16.2.4. **County Not Liable for Paying Deductibles.** For all insurance required by Consultant, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Consultant's business or any Subconsultant performing Work or Services on behalf of the Consultant or for the Consultant's benefit under this Contract.
- 16.2.5. **Cancellation Notices.** During the term of this Contract, Consultant shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
- 16.2.6. For any on-site Work performed by or on behalf of Consultant on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Contract.

- 16.2.7. Deductibles. Contractor shall be responsible for any and all deductible or self-insured retentions.

16.3. Proof of Insurance:

- 16.3.1. The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 16.3.2. The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Consultant shall not commence Work or provide any Service until the Consultant has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of the following types of insurance policies and any changes or amendments thereto, during its normal business hours, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County, if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
- 16.3.3. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Consultant may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- 16.3.4. The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate this Contract but County has no obligation to renew any policies.
- 16.4. The provisions of this Article shall survive the cancellation or termination of this Contract.

17. LOCAL GOVERNMENT POLICIES.

- 17.1. **Public Records Law.** Consultant acknowledges that the County and Consultant are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Contract and that said statute controls over the terms of this Contract. To the extent practicable, the County agrees to notify Consultant of any public records request concerning the Consultant or matters relating to the services provided under this Contract. Consultant agrees to comply with all provisions of such Public Record Act as they apply to the Consultant.
- 17.2. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract or Task Assignment beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter

129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract or Task Assignment, cancellation shall be accepted by Consultant with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. County shall not be obligated to pay Consultant under this Contract beyond the date of termination except as set forth in Section 6 – Termination. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work plan and remaining Work to be performed in advance of each new fiscal year for the County to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work of the Project or Task Assignment, to determine whether or not the allocated funding will be adequate to cover all Work to be completed in the next fiscal year. The cost of the remaining Project shall be the fixed fee/lump sum or price, maximum-not-to-exceed compensation less all amounts paid and less all amounts on pending undisputed invoices. Unless the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Contract in accordance with the provisions of Section 6 – Termination.

- 17.3. **Truth-in-Negotiations.** Consultant's signature on this Contract or a Task Assignment shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Assignment are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Consultant has disclosed all debts or fees owed to or that are pending before the County prior to the execution of this Contract or a Task Assignment.
- 17.4. **No Code Violation or Past Due Debt.** Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.
- 17.5. **Changes Due to Public Welfare.** The County and Consultant agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 17.6. **Compliance with Applicable Laws.** Consultant shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Consultant shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Consultant, its representatives, subconsultants, professional associates, agents, servants or employees. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 17.7. **Nondiscrimination and Americans with Disabilities Act.** Consultant shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of

the funds or any portion of the funds provided by this Contract. Consultant agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Consultant agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for Work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 17.7.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II). Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).
- 17.8. **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Contract and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Contract.
- 17.9. **Background Checks.** Consultant and County understand that certain areas of the County's premises may not be available to Consultant's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.
- 17.10. **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 17.11. **Prohibition Against Contingent Fees:**
- 17.11.1. The Consultant warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract or Task Assignment without liability and, at its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 17.11.2. Consultant understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for

the Consultant, who offers, agrees, or contracts to solicit or secure County contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

17.11.3. Any Architect, professional Engineer, or registered Surveyor and Mapper, or any group, association, company, corporation, firm, or partnership thereof that is a Consultant under this Contract, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

17.11.4. Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

17.12. EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES:

17.12.1. During the performance of this Contract, the Consultant agrees as follows:

17.12.1.1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.12.1.2. Municipal Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishing policies and procedures for the Disadvantaged and Women's Business Enterprises program shall be part of this Contract and the Consultant shall endeavor to fulfill the goals and policies of this Resolution as applicable to this Contract.

18. DISPUTE RESOLUTION.

18.1. The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract or Task Assignment and any applicable Scope of Services. Issues shall be escalated to successive management levels as indicated in Section 18.3.

- 18.2. If a dispute develops between the parties concerning any provision under this Contract or Task Assignment, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 18.3. Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within five (5) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	Consultant's Representative	County Representative
5	Consultant	Project Manager
10	Consultant's Engagement Manager	Director of Purchasing and Contracts
15	Consultant's Business Unit Manager or Designee	Chief Financial Officer

- 18.4. **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this Section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification.

19. FORCE MAJEURE.

- 19.1. Neither party will be liable for any failure or delay in the performance of its obligations under this Contract (and the failure or delay will not be deemed a default of this Contract or grounds for termination) if both of the following conditions are satisfied: (i) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty, natural disaster, epidemic or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Accordingly, the parties further agree that:
- 19.2. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of

those obligations under this Contract affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 19.3. Upon the occurrence of a Force Majeure Event, the non-performing party will notify the other party within two (2) business days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) business days, of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 19.4. In the event of a Force Majeure Event, the time for performance by the parties under the applicable Project shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of this Contract.

20. CLAIMS NOTICE.

- 20.1. The Consultant shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in a claim or claims against the County under any of the coverages mentioned herein.

Name: County of Volusia, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

21. SUCCESSORS AND ASSIGNS.

- 21.1. Consultant may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without first providing County with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Consultant to obtain the County's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this section.

Nothing herein shall preclude the right of the County to waive its rights under this section but no waiver shall be granted by the County without amendment to the Contract. The Consultant is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Contract as a condition

to execution of the amendment.

- 22. ADDITIONAL RIGHTS AND REMEDIES.** The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.
- 23. MBE.** This Contract is entered into by the County and Consultant pursuant to the minority business enterprise procurement goals under Section 287.09, F.S.
- 24. CONTROLLING LAW.** This Contract or Task Assignment is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract or Task Assignment shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys fees relating to any dispute arising under the Contract.
- 25. MODIFICATIONS TO CONTRACT.** This Contract or Task Assignment and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.
- 26. NOTICE.** All notice required under this Contract or Task Assignment shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Consultant:	with a copy of legal notices to:
CDM Smith, Inc. Attn: Eric J. Grotke, Vice President Address: 2301 Maitland Center Parkway Maitland, Florida, 32751 Phone: (904) 660-2552 E-mail: grotkeej@cdmsmith.com	CDM Smith, Inc. Attn: Eric J. Grotke, Vice President Address: 2301 Maitland Center Parkway Maitland, Florida, 32751 Phone: (904) 660-2552 E-mail: grotkeej@cdmsmith.com

- 27.** This Contract or Task Assignment, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between County and Consultant and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Contract for Consulting Services for Stormwater and Environmental Engineering Services, the day and year below written.

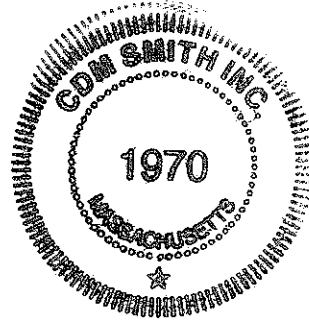
CONSULTANT: CDM Smith, Inc.

BY: [Signature]
(Signature)

BY: Eric J. Grotke, Vice President
Corporate Officer Name & Title

Date: June 3, 2014

(SEAL)



ATTEST: Manif. Manacero

Date: JUNE 3, 2014

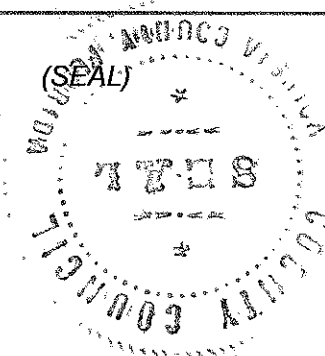
COUNTY OF VOLUNTA

BY: [Signature]
Jason P. Davis
County Chair

Date: 6/25/2014

ATTEST: [Signature]
James T. Dinneen
County Manager

(SEAL)



Date: 6/27/14

County Council Approval Date: 6/19/2014

Exhibit "A" – Sample Task Assignment
Exhibit "B" – Proposal dated 02-06-2014

EXHIBIT "A"

[FOR COUNTY USE ONLY]

**TASK ASSIGNMENT NO. X
TO THE
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
FOR [TYPE OF SERVICE]
BETWEEN THE COUNTY OF VOLUSIA
AND THE FIRM OF
[NAME AND ADDRESS OF FIRM]**

PROJECT TITLE: [NAME OF PROJECT]

PROJECT NUMBER:

I. PURPOSE

This is an attachment to the Contract for Professional Consulting Services for [Type of Service] dated [Date of contract] between the County of Volusia (COUNTY) and the consulting firm of [Name of Firm] (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT.

II. SCOPE OF WORK

The CONSULTANT'S Scope of Work for [Project Title] shall include the following tasks as outlined and attached hereto as Exhibit "A."

III. DELIVERABLES

The CONSULTANT shall produce and deliver to the COUNTY the deliverables outlined and attached hereto as Exhibit "A."

IV. SCHEDULES AND TIME FOR COMPLETION

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the county. Within ten (10) days after receipt of Notice to Proceed (or other authorizing document), the CONSULTANT shall provide a proposed schedule of payments associated with the deliverables which is acceptable to the COUNTY. If schedule is altered due to unforeseen delays the County's project manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

V. METHOD OF COMPENSATION

Payment will be in accordance with the Contract for Professional Consulting Services No. [RSQ #] for [Type of Service]. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed a grand total amount of [amount in word] DOLLARS and [XX/100] (\$) consisting of [a fixed fee amount of] [amount in word] DOLLARS and [XX/100] (\$) for consulting services and a [fixed fee or not to exceed] amount of [amount in word] DOLLARS and [XX/100] (\$) for reimbursable expenses payable at the rates attached hereto as Exhibit "A" or "B." At no time shall work fees exceed said amount of compensation herein without a written and executed amendment.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/23/2014

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 Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): 800-363-0105
INSURED CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	16535
	INSURER B: Lloyd's Syndicate No. 2623	AA1128623
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570053537692**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.

Limits shown are as requested

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:			GL0837663218	01/01/2014	01/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP 8376631-18	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC837663319	01/01/2014	01/01/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Archit&Eng Prof			QC1401367 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	each claim aggregate \$1,000,000 \$1,000,000

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

RE: Contract No. 14-SQ-55KW Contract for Consulting Services for Stormwater and Environmental Engineering. Volusia County is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Volusia County in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Volusia County
Attn: Purchasing and Contracts
Division
123 West Indiana Avenue, Room 302
DeLand FL 32720 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570053537692



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO837663218	1-1-2014	1-1-2015	1-1-2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CDM Smith Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP8376631-18	01/01/2014	01/01/2015	01/01/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Auto Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2. 3. and 4. above.
- B.** Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX – CONDITIONS**F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you.

Such Schedule:

- a. Must be initially provided to us within 15 days:
After the beginning of the policy period shown in the Declarations; or
After this endorsement has been added to policy;
- b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
- c. Must be in an electronic format that is acceptable to us; and
- d. Must be accurate.

Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs b. c. and d. above.

2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - a. Extend the policy cancellation date;
 - b. Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2014

Policy No. WC 8376633-19

Endorsement No.

Insured CDM Smith, Inc.

Premium \$

Insurance Company Zurich American Ins



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO8376632-18	01/01/2014	01/01/2015	01/01/2014			

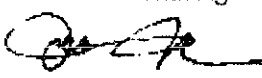
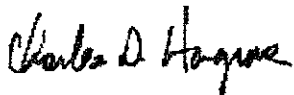
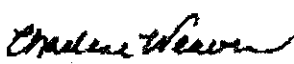
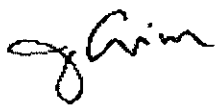
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4. above.
- B. Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D. Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

Date: 06/19/2014		AGENDA ITEM		Item: 23
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Public Works Division: Road and Bridge				
Subject: Selection of firms to provide stormwater and environmental engineering services, 14-SQ-55KW.				
John Angiulli Director Public Works 	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Charles Hargrove County Attorney 	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
Judy Grim 	Phyllis Schwarz Proxy for Tammy Bong Director Management and Budget Approved as to Budget Requirements	Approved as to Form and Legality		
Council Action: Approved As Recommended				
Modification:				
Fund Number(s):: 999 Various	Description: N/A	Amount: \$0.00		
Total Item Budget: \$0.00				
Staff Contact(s): John Angiulli Judy Grim		Phone: 386 736 5965 386 822 6422	Ext. 12712 20459	
Summary/Highlights: In response to a solicitation, the county received statements of qualifications to provide stormwater and environmental engineering services from 13 firms shown on the attached tabulation sheet. An evaluation committee comprised of Jon Cheney, traffic engineering director; Judy Grim, road and bridge director; Scott Martin, engineering section manager; Jim McNelly, mosquito control director; and Mike Ulrich, water resources and utilities director, reviewed the responses. The committee recommends award of contracts for three years to the following five firms: CDM Smith, Inc., Maitland, Florida; Jones Edmunds & Associates, Inc., Gainesville, Florida; McKim & Creed, Inc, Daytona Beach, Florida; Pegasus Engineering, Inc. Winter Springs, Florida; and				

Quentin L. Hampton Associates, Inc., Port Orange, Florida.

Authorization for services shall be by written task assignment. The work and dollar amount for each assignment will be negotiated on an as-needed basis per project. All work will be accomplished in accordance with the county council approved budget.

Recommended Motion: Approval.



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

Mr. Mike Schmidt, P.E.
Senior Vice President
CDM-Smith
8381 Dix Ellis Trail, Suite 400
Jacksonville, FL 32256

RE: Stormwater Modeling Services for Nova/Halifax Canal

Dear Mr. Schmidt,

It is my understanding that you played a key role in the completion of your firm's previous report regarding the "East Volusia Regional Water Authority, Nova Canal Flood Control and Integrated Water Resource Program Final Report, July 2010."

As background, the City of Port Orange has an on-going issue regarding flooding of the Dunlawton Avenue/Spruce Creek Road area during extreme storm events, an area which lies within the 100-year floodplain of the Halifax Canal in Port Orange. Construction of certain drainage improvements for this area was completed two years ago, although a proposed and permitted berm system along the Halifax Canal north of Dunlawton Avenue was deleted during the construction phase pursuant to a recommendation by the project design firm, Quentin L. Hampton Associates (QLH). QLH stated during the construction phase that upon further review, the proposed berm would not be effective in reducing flooding along Dunlawton Avenue. Subsequently, the QLH firm has also agreed with the conclusions reached by a separate firm (Pegasus Engineering, which was engaged by the City to review the berm issue) that such a berm system, if effective, would result in higher water surface elevations upstream of the proposed berm system and increase upstream flooding by some undetermined amount.

Our City Council has expressed an interest in authorizing an engineering firm to perform additional modeling to determine if construction of the permitted berm system would: (a) be of any benefit in reducing flooding along the Dunlawton Avenue during major storms (i.e., 25- and 100-year storms); and (b) cause increased flooding upstream of the proposed berm system and increase upstream flooding by some undetermined amount.

Since we understand that your firm is under continuing contract with Volusia County, we would like to discuss with you the possibility of your firm performing the desired modeling.

If your firm is potentially interested in performing the desired modeling services, it is respectfully requested that you please contact me at 386-506-5501 at your earliest convenience to set up a meeting to explore the above.

Yours truly,

A handwritten signature in blue ink, appearing to read "David T. Harden". The signature is fluid and cursive, with the first name "David" and last name "Harden" clearly distinguishable.

David T. Harden
Interim City Manager

DTH:ckr



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 **CDM SMITH, INC.** ("Contractor"), a Massachusetts corporation registered to transact business in Florida, whose principal address is 75 State Street, 12th Floor, Boston, Massachusetts 02109 (collectively "the Parties").

WHEREAS, on the 3rd day of June, 2014, the County of Volusia ("County"), a body corporate and politic and a political subdivision of the State of Florida, entered into Contract pursuant to Request for Statement of Qualifications No. 14-SQ-55KW a contract for consulting services for stormwater & environmental engineering with CDM Smith, Inc. with an effective date of June 27, 2014, for a term of three (3) years (the "Volusia County Agreement"). The Volusia County Agreement may be renewed by the County if the County determines the renewal is in the best interest of the County; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Volusia County Agreement for consulting services for stormwater & environmental engineering with the City of Port Orange; and

WHEREAS, a copy of the Volusia County Agreement 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 June 26, 2017 (the "Initial Term").
2. Renewals: This Contract may be renewed upon written agreement of the Parties.
3. Contractor Obligation. Contractor shall perform consulting services for stormwater & environmental engineering, more specifically described in the Volusia County Agreement.
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 Agreement shall be in the form of written Task Authorization(s) entered into by the Parties in response to written quote(s) from the Contractor. A sample Task Authorization is attached hereto as Exhibit "1."
5. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in periodic written quotes and purchase orders issued hereunder. 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 Administration. The Department Head requesting service shall perform Task Authorization 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 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 Contractor 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	

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. Inspection

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

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

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

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the

Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

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

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

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

20. 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.

21. 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.

22. 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.**

23. Additional Provisions

(a) As may have been outlined in the Volusia 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 Volusia County Agreement to "County of Volusia", shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Volusia County Agreement and this Contract, this Contract with the City of Port Orange shall control.

24. 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.

25. 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: Task Authorization Contract Administrator 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	CDM Smith, Inc. Attention: Eric J. Grotke, P.E., BCEE 2301 Maitland Center Parkway Suite 300 Maitland, Florida 32751 (407) 660-2552 – Telephone (407) 875-1161 – Facsimile grotkeej@cdmsmith.com 75 State Street 12 th Floor Boston, Massachusetts 02109

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.

26. 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.

27. 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:

CDM SMITH, INC.

Printed Name: _____

By: _____

Timothy B. Wall, 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: _____

Date: _____

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Timothy B. Wall, as President of CDM Smith, Inc., a Massachusetts 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 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 4995]

TASK AUTHORIZATION NO. _____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

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 _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services 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:

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

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 ____]

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated August 18, 2015
Between the City of Port Orange, Florida and CDM Smith, 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 **CDM SMITH, INC.**, a Massachusetts corporation registered to transact business in the state of Florida, with its principal place of business at 75 State Street, 12th Floor, Boston, Massachusetts 02109 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated August 18, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Stormwater Modeling for the Nova / Halifax Canal 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 120 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Thirty-Nine Thousand Eight Hundred Dollars and 00/100 Dollars (\$39,800.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. 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:

CDM SMITH, INC.

Printed Name: _____ By: _____
Timothy B. Wall, 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 4995]

Task Authorization No. 1

Exhibit “A”

CDM Smith, Inc.

**Stormwater Modeling for the Nov / Halifax
Canal**

City of Port Orange
Stormwater Modeling for the Nova/Halifax Canal
Task Order No. 1
CDM Smith
July 31, 2015

CDM Smith Inc. (CDM Smith) has been requested by the City of Port Orange (CITY) to provide stormwater review and modeling services related to flooding in the Dunlawton/Spruce Creek Road area (letter attached). CDM Smith will perform these services as part of contract _____ (Date). The following sections provide the Background, Scope of Services, Schedule, Deliverables, and Budget.

1. Background

CDM Smith developed the Nova Canal Flood Control and Integrated Water Resource Plan for the Nova/Halifax Canal system as part of previous work for the East Volusia Regional Water Authority (EVRWA), which includes the Dunlawton/ Spruce Creek Road flood area in Port Orange that is currently experiencing flooding. The plan included updates and extensions of the existing USEPA Stormwater Management Model (SWMM) previously developed by CDM Smith for Daytona Beach, Ormond Beach, and Volusia County. CDM Smith will apply this updated model for the review and additional modeling services, with additional model refinements that may be incorporated based on the review of data in Task 1.

2. Scope of Services

Task 1 - Review Models, Design Plans, and Permit

CDM Smith will review the following data, reports, design plans, models, and permits as provided by the CITY in digital form:

1. Dunlawton/Spruce Creek Road flood area high water marks, rainfall, and photos as available for recent flood events.
2. Dunlawton/Spruce Creek Road survey, design plans by QLH (with and without a flood control berm in question), and as-built plans/certifications.
3. St Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) application(s), Requests for Additional Information (RAIs) and responses, associated submitted plans, and permit(s) for the flood area.

4. Independent review reports (e.g., Pegasus and FDOT if available).
5. Stormwater model files used by QLH and/or Pegasus for design and review services.
6. City level of service goals (LOS) for flood control.

CDM Smith will develop a Data Review Section for the Technical Memorandum (TM) for CITY review and comment that summarizes the data and potential gaps for the review and modeling efforts in this Task Order. CDM Smith will recommend additional data if necessary with recommendations for the CITY to acquire/developed the data. CDM Smith will deliver the draft section in a digital portable document format (pdf) file.

Task 2 – Berm Alternatives Evaluation

CDM Smith will perform model evaluations for the project area without a berm (current condition) and with a potential berm based on the SJRWMD permit (contiguous berm around the canal section of interest) in Task 1 to identify:

1. Potential benefits as peak flood stage reductions, and
2. Potential adverse impacts as flood stage increases outside of CITY right-of-way (ROW).

This will include modification to up to ten junctions and conduits in terms of storage and conveyance. Additionally, up to four additional hydrologic units will be added to the model to further detail the hydrology in the area of interest (by subdividing existing hydrologic units). CDM Smith will apply the existing updated SWMM for the 5, 10, 25 and 100-year 24-hour design storm events using an SJRWMD distribution and the May 2009 storm to demonstrate potential flood control benefits and adverse impacts in terms of changes in peak flood stages and compared to City-desired LOS goals for flood control.

Tidal boundary conditions will be simulated as the 1-year stillwater for the design storms and actual tides for the May 2009 storm.

CDM Smith will prepare an Alternatives Evaluation TM section for CITY review and comment with summary tables of peak flood stages for up to 20 primary stormwater management system junctions to demonstrate flood reduction benefits and/or potential adverse increases for the 5, 10, 25, and 100-year 24-hour and May 2009 storm events. CDM Smith will deliver the draft section in a pdf file.

Task 3 - Additional Alternative and Recommendation

Based on the previous evaluations performed under Task 2, CDM Smith will identify one additional alternative of potential actions the CITY may consider to reduce or manage flooding in the Dunlawton/ Spruce Creek Road flood area.

CDM Smith will use the existing model to evaluate one additional alternative for the 5, 10, 25, and 100-year 24-hour and the May 2009 storm events and report the peak flood stages (in terms of changes in peak flood stages and compared to City-desired LOS goals for flood control). This will include modification to up to five junctions and conduits in terms of storage and conveyance.

CDM Smith will draft an Additional Alternative TM section for CITY review and comment. CDM Smith will deliver the draft section in a pdf file.

Task 4 - Technical Memorandum and Quality Management

CDM Smith will incorporate CITY comments into the previous task TM sections and develop a draft TM (pdf file) summarizing the respective scope activities and recommendations for the CITY to consider for implementation. CDM Smith will incorporate CITY comments and develop the Final TM in a pdf file.

CDM Smith will perform quality management reviews for each deliverable.

Task 5 - Meetings and Presentations

CDM Smith will participate in two teleconferences and attend one meeting/presentation to support the project.

Task 6 - Additional Services (Optional for CITY)

In the event that the CITY requires additional support, this task may be used to define additional services and budget to perform the services.

3. Basis for Scope and Budget

The following items were used in the basis for the budget estimate:

1. The City will provide the data necessary for the reviews in Task 1 in digital form.
2. CDM Smith will use the existing USEPA SWMM developed for the EVRWA Nova Canal Flood Control and Integrated Water Resource Plan as the basis for these evaluations in concert with digital data received and confirmed in Task 1.

3. This Scope of Services does not include inundation mapping, permitting, design services, modifications to existing flood maps, or expert witness services. If these services are required they will be considered additional services and covered under a separate Scope of Services.

4. Schedule

CDM Smith will commence this Task Order within 5 business days of notice-to-proceed and will complete this assignment within three months from receipt of data from the CITY in Task 1.

5. Deliverables

CDM Smith will provide one draft digital copy (pdf) of the three draft TM sections and draft TM to the CITY. CDM Smith will incorporate comments as appropriate and provide a digital copy (pdf) of the final TM to the CITY.

6. Budget

The budget to complete Tasks 1 through 5 is \$39,800 as a lump sum fee as listed in Table 1 for invoicing purposes. Task 6 would be negotiated separately if needed by the CITY.

CDM Smith will invoice based on percent complete by task as documented with monthly status reports and scope-identified deliverables.

Table 1 - List of Tasks and Budget	
Task	Budget
1. Review Models, Design Plans, and Permit	\$12,600
2. Berm Alternatives Evaluation	\$8,100
3. Additional Alternative and Recommendation	\$6,100
4. Technical Memorandum	\$6,200
5. Meetings and Presentations	\$6,800
Total	\$39,800



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Pie Guy – Targeted Business Program Incentive Contract (Continued on August 4, 2015)

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the contract with Pie Guy for Targeted Business Incentives.

SUMMARY: Pie Guy, a handmade pie company from New England, is interested in relocating to a site located within the Eastport Business Park at 4470 Eastport Parkway. The Eastport Business Park is located within the Eastport Business Center Community Redevelopment Area (CRA). The CRA Plan states that incentives may be provided through the process described in the City's Land Development Code (LDC), Chapter 20 - Economic Development Incentives.

The purpose of the incentives identified in the LDC is to accomplish the following within the city: promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center and Eastport Business Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the city.

In accordance with Chapter 20 of the LDC, John Slafkosky, President of Pie Guy formally requested financial assistance from the City in the amount of \$23,090. The amount of assistance is based on the waiver of the building permit fee which is estimated at \$5,000 and the waiver of water and wastewater impact fees, which have an estimated cost of \$3,090. Pie Guy is also requesting assistance of \$15,000 for architectural services. The architectural services are required for the design of the renovations of the property to meet the production needs for the Pie Guy facility.

The attached request letter indicates that the facility when fully operational will employ 40 individuals at an average wage of \$32,654. According to the analysis from CareerSource Flagler/Volusia, with the creation of 40 jobs at an average annual wage of \$32,654, the economic impact would be a total of 105 direct, indirect and induced jobs with an annual increase in local earnings of \$1,961,519. Additionally, the property will see an increase in taxable valuation of the property with the estimated property improvements and the added manufacturing and office equipment. If approved, Pie Guy is estimated to make a capital investment of approximately \$1,665,000 through the real estate purchase, equipment and improvements to the existing building.

On July 7, the City Council approved the requested incentives subject to the review and approval of a contract outlining the given incentives, their allocation and the conditions

applicable thereto in accordance with Chapter 20 of the LDC.

City staff has worked with staff from Team Volusia Economic Development Corporation on this proposed project. The request is consistent with the available incentives that may be awarded through the City's Targeted Business Program.

Project No.: TIF004
To be determined

Funding Account No.: 102-1000-552-63-00
102-1000-552-83-00

ATTACHMENTS:

1.	Economic Development Agreement	Economic Development Agreement.pdf
2.	Request Letter	Port Orange Assistance Request.pdf

Fenwick, Robin

Created/Initiated - 08/04/2015

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this ____ day of August, 2015, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32119 and **SOUHEGAN MANAGEMENT CORPORATION d/b/a THE PIE GUY** (the "Grantee"), a New Hampshire Corporation registered to transact business in Florida, whose address is 99 Faltin Drive, Manchester, New Hampshire 03103, and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied for a grant to establish a regional distribution facility at 4470 Eastport Parkway, Port Orange, Florida; and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvement, anticipated tax revenue, multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, the Grantee shall establish a regional distribution facility for quality bakery products, and shall create 40 jobs with an average annual wage of \$32,654.00; and

WHEREAS, the CareerSource Flagler/Volusia has determine that the economic impact would be a total of 105 direct, indirect and induced jobs with an annual increase in local earnings of \$1,961,519.00; and

WHEREAS, the capital investment for this new facility is estimated at \$1,665,000 and will increase the taxable valuation resulting from property improvements, manufacturing and office equipment; and

WHEREAS, the City Council has acknowledged that the waiver of impact fees shall require the City to make payment to the impact fee fund in lieu of the Grantee's payment as provided for in this Agreement; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, funding is available in the Eastport 102 Fund; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: The City hereby awards Grantee a Targeted Business Program grant up to the amount of \$15,000.00 for architectural design services, subject to the terms of this Agreement, for payment upon issuance of the certificate of occupancy in accordance with the plans and/or permits approved for construction.
3. Conditions: Dispersal of the grant shall be made for architectural service costs incurred. The Grantee agrees to provide the City with receipts of the actual costs incurred. Upon Grantee's submittal of the building permit application, the City agrees to waive the City of Port Orange building permit fees up to the amount of \$5,000.00. The City agrees to waive the water and wastewater impact fees up to the amount of \$3090.00.
4. Expiration: The city shall not distribute and is not required to distribute the grant if within 18 months of the date of execution of this Agreement the Grantee has not obtained the building permits. The City shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires.

The City shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: The City reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

6. 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 this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

9. 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

Grantee: Souhegan Management Corporation d/b/a The Pie Guy
Attention: John Slafkosky, President
99 Faltin Drive
Manchester, New Hampshire 03103
(603) 898-8868 - Business Telephone
merri@pieguy.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.

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

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

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 for 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 name, commission and
expiration:*

**SOUHEGAN MANAGEMENT CORPORATION
d/b/a THE PIE GUY**

By: _____
John Slafkosky, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Slafkosky, as President of Souhegan Management Corporation d/b/a The Pie Guy, a New Hampshire 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 New Hampshire
*Printed name, commission and
expiration:*

[CA4958]



John Slafkosky
 President
 99 Faltin Drive
 Manchester, NH 03103
 Phone: 603-898-8868
 FAX: 603-898-7868

June 26, 2015

David Harden
 Interim City Manager
 City of Port Orange, FL
 1000 City Center
 Port Orange, FL 32129

RE: Financial Assistance Request

In accordance with the Port Orange Land Development Code, Chapter 20, John Slafkosky, President of Pie Guy formally requests financial assistance from the City of Port Orange, FL in the amount of \$23,090. The amount of assistance is based on the waiver of the building permit fee from the City of Port Orange which is estimated at \$5,000 and the waiver of water and wastewater impact fees, which have an estimated cost of \$3,090. Pie Guy is also requesting assistance of \$15,000 for architectural services. The architectural services are required for the design of the renovations of the property to meet the production needs for the Pie Guy facility.

Jobs:		Estimated Permit Fee:	\$5,000
	12/31/2106 25		
	12/31/2017 35	Water/Wastewater Impact Fees:	\$3,090
	12/31/2018 40		
Average Annual Wage:	\$32,654	Architectural Fees:	\$15,000
Purchase of Property:	\$700,000	Total Fees:	\$23,090
Construction Renovations:	\$350,000	Economic Impact:	
Manufacturing Equipment:	\$575,000	Total New Jobs:	
RD Equipment:	\$5,000	(Direct, Indirect, and Induced):	105
Other Equipment:	\$10,000	Total Change in Earnings:	\$1,961,519
		*CareerSource Flagler/Volusia EMSI Input-Out Scenario	

Total Capital Investment:	\$1,665,000
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With the approval of the incentives, Pie Guy will be making a capital investment of \$1,665,000 in the city of Port Orange with the purchase of the property located at 4470 Eastport Park. The facility when fully operational will employ 40 individuals at an average wage of \$32,654. CareerSource Flagler/Volusia provided the economic impact model for this project. With the creation of 40 jobs at an average annual wage of \$32,654, the economic impact would be a total of 105 direct, indirect and induced jobs with an annual increase in local earnings of \$1,961,519. Additionally, the property will see an estimated increase in taxable valuation of the property with the additional construction and renovations, manufacturing equipment and office equipment.

Company Information

The Pie Guy has been making pies by hand in New England since before 2001 and Dallas, TX since 2014. We're family-operated and we taste what we make every day. We believe that good baking is an art, not an industrial process ... our products are handmade by good people with a passion for good food. We believe in using only natural ingredients which are labeled honestly.

Premium, home-style pies

From the beginning, the idea behind The Pie Guy has been to provide the kind of fresh, simple product you'd make yourself at home, delivered to the bakery section of neighborhood food retailers. We started off making pies by hand with simple, all-natural ingredients ... and after 15 years we're still making pies by hand, with simple all-natural ingredients. Here in our backyard, The Pie Guy has been named "Best of New Hampshire" by New Hampshire magazine for the past ten years. The word is out, and today you can find our products in the bakery section of food retailers across New England and an increasingly wide area of the greater east coast.

Different ingredients

You can find a lot of "pies" on the market these days, but you will not find one made with better ingredients.

We are committed to using totally natural, home-style ingredients ... the kind simple ingredients you might use at home ... like fresh fruit, pure cane sugar, unbleached flour and pure vanilla. We never use pie filling, high fructose corn syrup, hydrogenated oils, fillers, artificial flavorings, colorings, preservatives or the unpronounceable industrial stuff you'll find on some "pie" labels.

We're not scientists but we think that our natural ingredients probably make for a healthier, more wholesome product. What we know for certain is that our natural ingredients make for a better-tasting product ... something you'll enjoy eating yourself and feel good about serving to family and friends.

Compare ingredient labels, compare taste.

Made differently

We make our products by hand, in small batches. If they look a little irregular it's because they're made by people, not machines. We don't use factory-scale pie machines or tunnel ovens ... we hand-mix fruit with sugar and spices, pack the fruit into crusts one-by-one and apply a topping or top crust by hand. Our cream pies taste the way they do because they're made the old-fashioned way, thickened with milk and egg yolks in a hot kettle, not with modified food starch in a cold industrial process.

I would like to thank Team Volusia EDC and John Wanamaker of Coldwell Banker Commercial AI Group for assisting our company in this relocation project and for demonstrating the benefits of selecting Port Orange as the location for our new facility.

I thank you for your consideration of our incentive request.

Sincerely,



John Slafkosky

President

Pie Guy



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-28 - Enacting Section 2-276
Suspension and debarment

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve on first reading Ordinance No. 2015-28 enacting a new City Code Section 2-276, Suspension and debarment.

SUMMARY: At the City council workshop on June 30, 2015, a discussion was held on purchasing processes, specifically spend authority. Additionally, two new ordinances were presented to council dealing with Bid protests, and Suspension and Debarment of vendors. This agenda request is for the approval on first reading of Ordinance 2015-28, adding a new Section 2-276 -- Suspension and Debarment, to the City of Port Orange Code of Ordinances.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2015-28 - Suspension and Debarment	Ord. No. 2015-28 Suspension and Debarment.pdf
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Gomez, Joseph
Riehm, Tracey
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 07/07/2015
Approved - 07/09/2015
Approved - 07/16/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

ORDINANCE NO. 2015-28

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2,
ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-276
REGARDING CONTRACTOR SUSPENSION AND
DEBARMENT PROCEDURES AND CRITERION;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR CODIFICATION;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Port Orange regularly contracts with private parties to carry out its usual daily operations; and

WHEREAS, the city council finds it necessary to secure the best bargain for the goods, services, labor and materials it needs; and

WHEREAS, the city council strives to solicit bids and proposals from and award contracts only to responsible and qualified firms or persons; and

WHEREAS, the city council, in exercising due care and its fiduciary responsibility to the citizens of the City of Port Orange, recognizes the need to suspend or debar certain contractors from time-to-time; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-276 to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-276. – Suspension and Debarment.

(a) Authority to debar or suspend. In accordance with the provisions of this section, the city manager, after consultation with the city attorney's office, shall have the authority to debar an actual or prospective contractor for cause from

consideration for award of contracts. The debarment shall be for a period of not more than five (5) years from the date of the final determination of debarment unless the contractor has been previously debarred by the city in which case any subsequent debarment shall be permanent. Upon initiation of debarment proceedings, the city manager, after consultation with the city attorney's office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of contracts pending the final debarment determination. The suspension shall be for a period of one (1) year or until a final determination with respect to debarment is made, whichever is earlier.

(b) *Causes for debarment.* The causes for debarment shall include, but are not limited to, the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
- (2) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects its responsibility as a contractor.
- (3) Conviction or civil judgment finding under state or federal antitrust statutes arising out of the submission of bids or proposals.
- (4) Determination by a court, hearing officer, administrative official, or any local, state, or federal governmental entity or agency that the contractor has violated the provisions of any local, state, or federal laws or regulations.
- (5) Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the City or other public entity, whether or not leading to a conviction.
- (6) Failure to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the City or any other person or public entity, including, but not limited to the following:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
 - b. Abandonment of a contract;
 - c. Failure to pay a contractor, sub-contractor, or material provider as required by Florida Statutes;
 - d. Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
 - e. Refusal to accept an addendum, agreement or contract, or to perform thereon provided such addendum, agreement or contract

- was issued timely and in conformance with the bid or solicitation received; or
- f. Overall performance of a contract which has been evaluated as "poor" or "unsatisfactory".
- (7) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more bids/contracts with the city or any other person or public entity; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- (8) Presence of principals or corporate officers in the business or concern, who were principals or corporate officers within another business at the time when the other business was suspended or debarred under the provisions of this section or by another public entity.
- (9) Violation of any ethical standards set forth in local, state or federal law.
- (10) Any other cause or material factor which adversely affects the responsibility of a person or entity as a city contractor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section.
- (c) *Permanent Debarment.* In the event that a contractor has previously been debarred by the city for a period of five (5) years or less pursuant to this section, and cause exists for a subsequent debarment of the contractor pursuant to subsection (b) above, said debarment shall be permanent.
- (d) *Notice of intent to debar.* Upon a preliminary determination by the city manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. Such notice shall state:
- (1) The reasons for the proposed debarment;
- (2) The proposed length of the debarment;
- (3) That the preliminary finding of cause and proposed debarment action shall become final, if a request for review is not timely filed in accordance with the provisions of subsection (d) below;
- (4) Whether the person has been suspended pending finality of the debarment determination; and
- (5) That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment.
- (d) *Request for review.* A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. Such request shall be received by the city manager in writing within ten (10) calendar days of issuance of the notice of the intent to debar. Such request for review and reconsideration shall state the basis for

review and reconsideration, and shall include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the city manager that cause exists for debarment and the proposed length of the debarment shall become final and all rights to request review or appeal shall be deemed waived.

- (e) Review. Upon timely filing of a written request for review, the city manager shall review and reconsider the preliminary determination of cause for debarment, with or without a meeting or hearing with the party requesting review, at the option of the city manager. The city manager may request information from, and speak individually or collectively to, any people or entities having information relevant to the debarment determination. The city manager shall render a written decision on the request for review and reconsideration, which shall include the city manager's final debarment decision and action taken, if any, within thirty (30) calendar days following receipt of the request.
- (f) Appeal of the city manager's decision. The decision of the city manager may be appealed by the contractor proposed for debarment to the city council by submission to the city clerk of a written request for hearing within seven (7) calendar days from the date of the city manager's written decision. When an appeal is scheduled for oral presentation before city council, the appellant and city manager shall each be given ten (10) minutes to present the appeal and response. In its discretion, city council may extend the time allotted for argument and/or allow other interested persons to speak.
- (g) Finality of decision. The decision of city council shall be final and shall conclusively represent the position of the city.
- (h) Debarred and suspended persons list. The purchasing manager shall maintain a list of suspended and debarred persons. Persons which have been suspended or debarred shall be precluded from responding to solicitations or receiving awards of contracts from the city, and shall be excluded from conducting business with the city as agents, representatives, partners or associates of other contractors, subcontractors, affiliates or individual sureties, during the period of their suspension or debarment. Any bid or other response received from such a party during the period of their suspension or debarment shall be disregarded and not evaluated for potential award.

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR 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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-32 - Police Pension change

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-32.

SUMMARY: In anticipation of the hiring of a new Police Chief, an ordinance amendment to the Police Pension Plan is necessary to allow the successful candidate the opportunity of having a choice between entering the Police Pension Plan and opting for the Department Head 401 Plan through ICMA-RC.

An actuarial statement will be required prior to approval on second reading.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-32	Ord. No. 2015-32.pdf
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Carrizales, Heather
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 08/04/2015
Approved - 08/04/2015
Approved - 08/12/2015
Final Approval - 08/13/2015

ORDINANCE NO. 2015-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 54, ARTICLE V, ENTITLED “POLICE PENSION FUND”; AMENDING SECTION 54-123, PARTICIPATION; PROVIDING AN OPTION PERMITTING THE POLICE CHIEF TO ELECT TO NOT PARTICIPATE IN THE POLICE PENSION FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, section 185.02(11), Florida Statutes, states that a police pension plan may provide that the police chief may have the option to participate or not participate in the plan; and

WHEREAS, the City of Port Orange, has determined that the Police Chief, upon employment as Chief, should be able to elect to not participate in the Police Pension Fund; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

Section 1. Section 54-123 of Article V of Chapter 54 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 54-123. - Participation.

(a) Each full-time police officer employed by the city shall be a participant in the plan, and shall become a participant on the first day of full-time employment as a city police officer. Part-time police officers are not eligible for participation in the pension plan. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived shall become a participant upon such effective date, unless he submits a written election to the board of trustees within 30 days following the effective date of the ordinance from which this article is derived stating his intention not to participate in the plan. Such election shall be irrevocable. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived and who becomes a participant upon such effective date may, within 90 days after the effective date of such ordinance, purchase

vesting credits equal to his length of full-time employment as a city police officer prior to such effective date by paying into the pension plan the full amount of contributions due for such service plus interest at the actuarially equivalent rate, compounded annually, or such other amount as prescribed in section 411(c)(2)(d) of the Internal Revenue Code. Notwithstanding the foregoing, the police chief shall have the option to elect not to participate in the plan by submitting a written election to the board within 30 days following employment as police chief.

* * *

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. If any provisions of this ordinance or the application thereof to any person or circumstance are 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 4. This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2015

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

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-33 - Increasing Police Pension Board Terms to Four Years

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-33.

SUMMARY: At a special meeting on June 11, 2015, the Port Orange Pension Board approved a proposed ordinance amendment increasing the terms of trustees from two (2) years to four (4) years.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-33	Ord. No. 2015-33.pdf
2.	Impact Statement	Impact Statement.pdf

London, Tracy
Roberts, Margaret
Harden, David

Created/Initiated - 08/11/2015
Approved - 08/12/2015
Final Approval - 08/12/2015

ORDINANCE NO. 2015- 33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR FOUR-YEAR TRUSTEE TERMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the "City") currently sponsors a Police Pension Fund ("Pension Fund");

WHEREAS, Section 185.05(1)(a), Florida Statutes, provides that trustees may serve terms of up to four years;

WHEREAS, Section 54-134(a) of the City Code provides that trustees of the Pension Fund shall serve two-year terms;

WHEREAS, the trustees of the Pension Fund have requested and approved an amendment increasing trustee terms to four years;

WHEREAS, the trustees of the Pension Fund consider such an amendment to be in the best interest of the participants and beneficiaries as it will improve the administration of the Pension Fund;

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund;

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

Section 1. Section 54-134(a) of the City of Port Orange Police Pension

Fund is hereby amended as follows:

Sec. 54-134. Board of trustees.

(a) *Authority; membership; term of office; meetings.* The board of trustees shall be solely responsible for administering the plan. The board of trustees shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city council, and two of whom shall be full-time police officer participants in the plan, who shall be elected by a majority of the police officers who are participants in the plan. The fifth trustee shall be chosen for a ~~two~~ four-year term by a majority of the previous four trustees as provided for in this subsection, and such person's name shall be submitted to the city council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided in this subsection and shall serve a ~~two~~ four-year term, unless the office is sooner vacated, and may succeed himself in office. Each resident trustee shall serve as trustee for a period of ~~two~~ four years, unless sooner replaced by the city council, at whose pleasure the trustee shall serve, and may succeed himself as a trustee. Each police officer trustee shall serve as trustee for a period of ~~two~~ four years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each police officer may succeed himself in office. The board of trustees shall meet at least quarterly each year. The chairman or secretary of the board of trustees may, and upon the written request of any two trustees shall, call a meeting of the trustees at any time by giving at least five days' notice in writing of the time and place thereof to the remaining trustees. Notice of such meetings shall be posted or advertised to the public. The board of trustees shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description.

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with 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, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, 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: _____
Margaret T. Roberts, City Attorney



June 23, 2015

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed IRC Compliance Ordinance

Dear Karan:

As requested, we have determined the impact associated with the attached proposed ordinance revising the provisions of the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) to extend Trustee terms from two to four years. This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Section	Amendment
54-134(a)	Modifies language to extend Trustee terms from two to four years.

Actuarial Impact

The total amount of benefits payable under the Plan is not anticipated to be affected by this change in Plan provisions. Therefore, there is no material impact to the cost of Plan.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Little", is written over a light blue horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Council Meeting Schedule for September 2015

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the scheduling change for September Council meetings.

SUMMARY: Regular City Council meetings are scheduled for September 1st and 15th. Budget hearings are scheduled for September 9th and 22nd. Staff is requesting direction from Council as to combining the meetings so that the regular meetings will coincide with the budget hearings. No regular meeting would be held on September 1st or 15th. They will be rescheduled and held with the budget hearings on September 9th and 22nd.

Council can still hold a workshop, if needed, on September 15, 2015.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin
Harden, David

Created/Initiated - 08/05/2015
Final Approval - 08/05/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/18/2015

Consent item: No

SUBJECT: Halifax Paving Lake Excavation Contract Progress Report

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

SUMMARY: Public Utilities report on the Halifax Paving Lake Excavation progress covering the period July 11th to August 10th is provided. At this point, the Levee has been completely removed and the Lake A excavation work is complete.

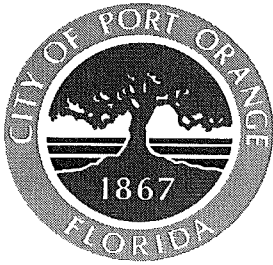
An as-built survey will be provided and the restoration items remain to be completed.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Lake A Excavation Report	Lake A Excavation Report.pdf
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Wiggins, Julia	Created/Initiated - 08/04/2015
Wilson, Rick	Approved - 08/04/2015
Neff, Andrew	Approved - 08/04/2015
Harden, David	Final Approval - 08/09/2015



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 July 11 – August 10)
Date: August 3, 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 July 11, 2015 thru August 10, 2015 Halifax Paving thru 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. The existing levee separating the north half of the lake from the south end of the lake as of this writing has now been almost completely removed. Very little lake excavation now remains to be accomplished
- 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 August 15th results will be provided at the City Council Meeting on August 18th.
- 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 undertaken during this reporting period. We anticipate that the restoration items will need to begin shortly in order to meet the September 30th project deadline for project completion.
- Van Seeters of Halifax Paving was provided with copies of the construction plan detail sheets 10 and 12 on July 21, 2015 at our on-site meeting to help guide them in their final grading, slope stabilization, roadway, and shoulder reconstruction efforts, including needing to provide final as-built drawings of Lake A in it's entirety.
- Details concerning the location and size of the two concrete driveways listed below have yet to be decided. The two existing culverts at these two locations are currently being evaluated for condition and age.

Outstanding restoration items still remaining include the following :

- 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 08/18/2015

Consent item: No

SUBJECT: Options relating to 5126 Ridgewood Avenue (Nova One Tattoo/Johnson)

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Discussion and authorize the city manager and city attorney to finalize an agreement releasing the code enforcement liens on 5126 Ridgewood upon demolition of the structures by Raymond Adams and as otherwise directed by City Council.

SUMMARY: See memorandum attached for consideration of the city council options.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Memorandum 8/12/15	8.12.15 Memorandum.pdf
2.	Estoppel Letter dated 8/4/15	5126 Ridgewood Ave.pdf

Fenwick, Robin
Roberts, Margaret
Harden, David

Created/Initiated - 08/05/2015
Approved - 08/12/2015
Final Approval - 08/13/2015



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

MEMORANDUM

To: Mayor and City Council Members
Cc: David T. Harden, City Manager
Michael H. Johansson, City Manager Select
From: Margaret T. Roberts, City Attorney 
Date: August 12, 2015
Re: 5126 Ridgewood Avenue, Port Orange, Florida
Formerly the Andrew/Sandra Johnson property

The city entered into an agreement with Sandra Johnson for the acquisition of the property located at 5126 Ridgewood. Sandra Johnson was unable to obtain releases for the mortgage interests reflected in the title. The agreement was later modified to permit the city to quiet the title relating to the mortgage interests and to reduce Johnson's purchase proceeds, accordingly. The quiet title proceeding was expected to be completed within approximately 90 days.

On July 26, 2015, Raymond C. Adams, obtained a warranty deed from Sandra Johnson for the property located at 5126 Ridgewood Avenue. He came to city council on August 4, 2015 and met with the city attorney on August 6, 2015. Since his acquisition of the property Mr. Adams has taken steps to bring the property into compliance with the city codes, including mowing the property, clearing the overgrowth in the western portion, securing the doors and windows, monitoring the premises each night, requiring all other unauthorized persons to discontinue use of the premises and obtaining liability insurance coverage for the property. He has also contacted the attorney handling the quiet title action and upon reaching an agreement with the city, he will make arrangements to take over the litigation at his expense.

He is currently in the process of securing a demolition permit to remove the existing structures and will complete the demolition within 90 days. In 2016 he plans to construct an office building for his wife's psychotherapy practice.

On August 18, 2015, Mr. Adams will attend the city council meeting and provide an update on the progress of the demolition efforts. He is prepared to initiate a contract for demolition and to commence the work upon city council's review and approval of an agreement releasing a substantial portion of the outstanding liens.

An estoppel statement was been prepared on August 4, 2015 with the charges as identified in the agenda attachment.

The approximate outstanding utility and mowing liens	\$ 3,193.45*
The litigation costs for quiet title suit for purchase	\$ 2,258.60
City Attorney costs (estimated) for purchase legal documents	\$ 560.00
Survey, title examination, inspections for purchase	\$ (requested)
The staff cost incurred for enforcement	\$ (requested)
The code enforcement liens	\$ 717,493.45

*Plus per diem for utilities

Council had previously acknowledged the importance of accomplishing the ongoing maintenance of the property, a transfer of ownership and a willingness to forgo collection of the outstanding Code Enforcement liens to achieve these purposes. Mr. Adams, as the new owner, has agreed to responsibly maintain the property and has requested the council's release of a substantial portion of the outstanding liens that resulted from the prior property owner. Mr. Adams may be willing to make payment for the outstanding utility liens, mowing lien, costs of litigation to date, costs relating to the city's contract to purchase and the reasonable cost of the staff enforcement proceedings upon review of the final figures.

The City Attorney recommends that the city continue its practice of collecting the outstanding utility and mowing charges; the costs relating to enforcement and in this case all the costs relating to the purchase transaction.

The city has the following legal remedies:

- Reach an agreement with Raymond Adams to accomplish city code compliance on the property and to complete the demolition of the derelict structures on the property. The expected timing is 90 to 120 days with payment of specified costs to the city.
- File suit for foreclosure of the liens, and place the quiet title action in abeyance pending completion of the foreclosure. The timing is approximately 1 year with increased litigation costs and foreclosure sale costs to the city.
- File suit against Sandra Johnson for breach of contract and specific performance of the contract for sale and purchase. The timing is not determinable with increased litigation costs plus the city's costs of purchase.



CITY OF PORT ORANGE ESTOPPEL LETTER

TITLE CO./RESIDENT NAME/FAX #: Ray Adams
 PROPERTY ADDRESS: 5126 Ridgewood Ave
 PROPERTY OWNER: _____
 PARCEL NUMBER: 6310-07-12-0060

Refer to the following for any liens and/or outstanding charges against the above named property:

<u>TYPE OF FINES/LIENS</u>	<u>ACCOUNT #/CUST ID #</u>	<u>PER DIEM</u> (if applicable)	<u>AMOUNT DUE</u>
Unpaid Utility Charges: (Include: Water/Sewer/Solid Waste/Drainage) Utility Lien	<u>161803-25293</u> <u>77533-25293</u> Book <u>6626</u> Page <u>3191</u>	\$ <u>1.23</u>	<u>441.67</u> \$ <u>1995.93</u>
Lot Mowing Lien - LML	<u>See attached</u> Book _____ Page _____	\$ <u>N/A</u>	<u>755.85</u>
False Alarm Lien - FAL	Book _____ Page _____	\$ <u>N/A</u>	<u>NONE</u>
Code Enforcement Lien:	<u>11-1266</u> Book _____ Page _____	\$ <u>N/A</u>	<u>713,000.00</u>
Code Enforcement Cases Pending Utility Impact/Connection Chgs	<u>See attached</u> <u>10-1729</u>		<u>1300.00</u>
Building Permit Charges, Outstanding (Fire, Parks, Transportation) Impact Fees, Connection Chgs	<u>See attached</u>	\$ <u>N/A</u>	<u>NONE</u>
Other/Pymt Code _____			<u>—</u>

Total Per Diem (to be added to the "Total Due" if paid beyond 10 days from date of this letter) \$ 1.23

TOTAL DUE (if payment received by City within ten (10) days from date of this letter) \$ 717493.45

The above charges include late fees, interest, lien filing fees, release fees, and per diem fees. **This letter is valid if the "TOTAL DUE" is received by the City within ten (10) days from the date of this letter.** The property shall be subject to additional charges after ten (10) days from the date of this letter based upon per diem, if applicable, additional usage and/or availability fees.
****THIS IS NOT A FINAL BILL.****

CITY CLERK'S OFFICE PREPARES ESTOPPEL LETTERS - INQUIRIES & REQUESTS:

INQUIRIES - CALL CITY CLERK'S OFFICE PHONE # (386) 506-5563
 FAX ESTOPPEL LETTER REQUESTS FAX # (386) 756-5290

ESTOPPEL LETTER PREPARATION FEE PAYABLE TO: CITY OF PORT ORANGE

☒ \$25.00 FOR 5 BUSINESS DAYS TURNAROUND; OR N/A \$50.00 FOR 48 HOUR TURNAROUND
 (FEE PAYABLE IN ADVANCE TO: ATTN: CITY CLERK'S OFFICE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129)

Date received: 7-24-15 Check #: N/A CC Payment: Pd 7-28-15 Staff: (Signature)

MAKE "TOTAL DUE" AMOUNT PAYABLE TO: CITY OF PORT ORANGE

MAIL OR DELIVER PAYMENTS TO: CITY OF PORT ORANGE - ATTN: CUSTOMER SERVICE
 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129
 ATTN: Parcel No. 6310-07-12-0060

City Employee Name: (Signature) Date: 8-4-15

Johnson, Andrew E.
5126 Ridgewood Avenue

08/29/2011 02:39 PM
Instrument# 2011-145512 # 1
Book: 6626
Page: 3191
Diane M. Matousek
Volusia County, Clerk of Court

Prepared By:
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me the undersigned authority personally appeared John A. Shelley, who being dully sworn, says that he is the Finance Director of the City of Port Orange, a Florida municipality, the Lienor herein, whose address is 1000 City Center Circle, Port Orange, Florida 32129. Lienor furnished labor, services of materials consisting of utility services as provided for in chapter 74, Code of Ordinances, City of Port Orange, Florida and Section 159.17, Florida Statutes, to real property affected or served by the utility systems of the City of Port Orange, Volusia County, Florida.

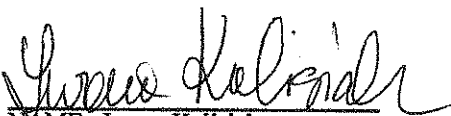
Parcel I.D.No. 6310-07-12-0060

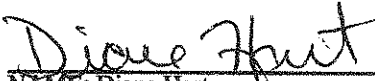
Lots 6 & 7 & Lots 8 & 9 Exc Rd RWY BLK 12 Allandale, according to the map or plat thereof as recorded in Plat Book 4250, Page 1190, of the public records of Volusia County, Florida.

Believed to be owned by Andrew E. Johnson 5126 Ridgewood Ave., Port Orange FL 32127 of a total value of (\$ 559.21) Five Hundred fifty Nine Dollars and Twenty One Cents of which there remains unpaid (\$ 559.21) Five Hundred Fifty Nine Dollars and Twenty One Cents and furnished the same on or until August 22, 2011.

This Claim of Lien is filed in accordance with the provisions of Chapter 74, Code of Ordinances, City of Port Orange, Florida and Section 159.17, Florida Statutes. You are further notified that the undersigned will prosecute and foreclose a lien against any real property for any amount owing and unpaid to the undersigned for more than 30 days for such labor, services or material, together with interest, cost and reasonable attorney's fees.

WITNESSES:


NAME: Iwona Kalisiak


NAME: Diane Hart

CITY OF PORT ORANGE

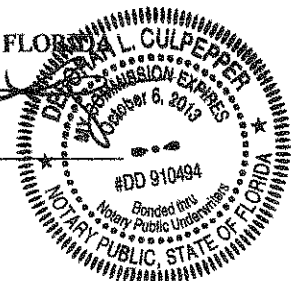
BY: 
John A. Shelley, Finance Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of August, 2011, by John A. Shelley, as Finance Director of the City of Port Orange, a Florida municipality, on behalf of the city. He is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
At large


Commission No. _____



PREPARED: 7/24/15
PROGRAM: UT4 761
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 1

CUSTOMER: 161803

JOHNSON, SANDRA
330 S NOVA RD LOT 30
PORT ORANGE FL 32129

LOCATION: 25293
BALANCE: 441.67
CYCLE/ROUTE: 01-81
STATUS: S
BUDGET: TRANSACTIONS (*)

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
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7/01/15	BILL	CYCLE BILL	404.72	1:39		441.67
		PUBLIC SERVICE TAX		12:37		
		ENERGY GARBAGE OM		19:70		
		GA GARBAGE/RECYCLING OM		19:90		
		NC SWAVL NTONTD MON CHG		36:95		
		WA WATER				
		TOTAL ACTUAL CHGS				

6/02/15	BILL	CYCLE BILL	367.77	1:39		404.72
		PUBLIC SERVICE TAX		12:37		
		ENERGY GARBAGE OM		19:70		
		GA GARBAGE/RECYCLING OM		19:90		
		NC SWAVL NTONTD MON CHG		36:95		
		WA WATER				
		TOTAL ACTUAL CHGS				

5/05/15	BILL	CYCLE BILL	330.82	1:39		367.77
		PUBLIC SERVICE TAX		12:37		
		ENERGY GARBAGE OM		19:70		
		GA GARBAGE/RECYCLING OM		19:90		
		NC SWAVL NTONTD MON CHG		36:95		
		WA WATER				
		TOTAL ACTUAL CHGS				

4/02/15	BILL	CYCLE BILL	293.87	1:39		330.82
		PUBLIC SERVICE TAX		12:37		
		ENERGY GARBAGE OM		19:70		
		GA GARBAGE/RECYCLING OM		19:90		
		NC SWAVL NTONTD MON CHG		36:95		
		WA WATER				
		TOTAL ACTUAL CHGS				

3/03/15	BILL	CYCLE BILL	256.92	1:39		293.87
		PUBLIC SERVICE TAX		12:37		
		ENERGY GARBAGE OM		19:70		
		GA GARBAGE/RECYCLING OM		19:90		
		NC SWAVL NTONTD MON CHG		36:95		
		WA WATER				
		TOTAL ACTUAL CHGS				

PREPARED: 7/24/15
PROGRAM UT476L
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 2

CUSTOMER: 161803 JOHNSON, SANDRA
LOCATION: 25293 5126 RIDGEWOOD AVE

DATE	TRANSACTION	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
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2/03/15	BILL	CYCLE BILL	219.97	99		256.92
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EG	PUBLIC SERVICE TAX	11:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

1/06/15	BILL	CYCLE BILL	183.02	99		219.97
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EG	PUBLIC SERVICE TAX	12:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

12/02/14	BILL	CYCLE BILL	146.07	99		183.02
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EG	PUBLIC SERVICE TAX	12:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

10/28/14	BILL	CYCLE BILL	109.12	99		146.07
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EG	PUBLIC SERVICE TAX	12:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

9/30/14	BILL	CYCLE BILL	72.17	99		109.12
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EG	PUBLIC SERVICE TAX	12:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

9/03/14	BILL	CYCLE BILL	35.22	99		72.17
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EG	PUBLIC SERVICE TAX	12:37	
GA	ENERGY GARBAGE OM	11:70	
NC	SW AVL NOT CONNECTED	9:90	
WA	WATER	36:95	

TOTAL ACTUAL CHGS

PREPARED: 7/24/15
PROGRAM UT4761
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 3

CUSTOMER: 161803 JOHNSON, SANDRA
LOCATION: 5126 RIDGEWOOD AVE

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
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7/31/14	BILL	OFF CYCLE BILL TAX	.00	1.82		1.82
		PUBLIC SERVICE TAX		1.25		1.25
		EG ENERGY SERVICE OM		10.33		10.33
		GA GARBAGE/RECYCLING OM		9.30		9.30
		NC SW AVL NOT CONNECTED		35.22		35.22
		WA WATER				
		TOTAL ACTUAL CHGS				

TOTALS BY CATEGORY

TOTAL PAYMENTS	.00
TOTAL ADJUSTMENTS	.00
Tax Charges	11.88
EG Charges	23.75
GA Charges	147.63
NC Charges	1139.63
WA Charges	1118.80
TOTAL CHARGES	441.67
TOTAL TRANSFER BALANCE FROM	.00
TOTAL TRANSFER BALANCE TO	.00

PREPARED: 7/24/15
PROGRAM: UT4761
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS
(5/17/11 TO 99/99/99)

PAGE: 1

CUSTOMER:

77533

JOHNSON, ANDREW EVERETT
330 S NOVA ONE RD LOT 30
PORT ORANGE FL 32129

5126 RIDGEWOOD AVE

LOCATION: 195293
BALANCE: 1952.93
CYCLE/ROUTE: 01.81
STARTS: F
BUDGET: TRANSACTIONS (*)

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
7/29/14	BILL	FINAL BILL	1995.93			1995.93
		TOTAL ACTUAL CHGS		.00		
7/01/14	BILL	CYCLE BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GA GARBAGE/RECYCLING OW WA WATER	1970.68	1.33 1.37 25.25		1995.93
		TOTAL ACTUAL CHGS				
6/03/14	BILL	CYCLE BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GA GARBAGE/RECYCLING OW WA WATER	1945.43	1.33 1.37 25.25		1970.68
		TOTAL ACTUAL CHGS				
5/07/14	BILL	CYCLE BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GA GARBAGE/RECYCLING OW WA WATER	1920.18	1.33 1.37 25.25		1945.43
		TOTAL ACTUAL CHGS				
4/08/14	BILL	FORCE OFF CYCLE BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GA GARBAGE/RECYCLING OW WA WATER	1894.93	1.33 1.37 25.25		1920.18
		TOTAL ACTUAL CHGS				
3/04/14	BILL	CYCLE BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GA GARBAGE/RECYCLING OW WA WATER	1869.96	1.33 1.37 24.97		1894.93
		TOTAL ACTUAL CHGS				

PREPARED: 7/24/15
PROGRAM: UT4761
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS
(5/17/11 TO 99/99/99)

PAGE: 2

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
LOCATION: 25233 5126 RIDGEMOOD AVE

DATE	TYPE	TRANSACTION DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
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2/05/14	BILL	CYCLE BILL	1844.99	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1869.96

2/05/14	ADJ	PENALTY		12:51		
12/31/13	BILL	CYCLE BILL	1807.51	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1832.48

12/04/13	BILL	CYCLE BILL	1782.54	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1807.51

11/06/13	BILL	CYCLE BILL	1757.57	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1782.54

10/25/13	ADJ	PENALTY		11:76		
10/02/13	BILL	CYCLE BILL	1720.84	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1745.81

9/26/13	ADJ	PENALTY		11:51		
9/05/13	BILL	CYCLE BILL	1684.36	1:39		
	EG	PUBLIC SERVICE TAX		7:25		
	EG	GARBAGE/RECYCLING OW		4:44		
	LF	LANDFILL OWNER		9:30		
	WA	WATER		24:97		
		TOTAL ACTUAL CHGS				1709.33

(5/17/11 TO 99/99/99)

CUSTOMER: 77533 JOHNSON ANDREW EVERETT
LOCATION: 25293 5126 RIDGEWOOD AVE

*****TRANSACTION*****					
DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION
					TOTAL BILL AMOUNT

GA	GARBAGE/RECYCLING	OW	7.65
LF	LANDFILL	OWNER	4.44
WA	WATER		9.90
	TOTAL	ACTUAL	24.97

8/31/13	ADJ	PENALTY	11.26
8/07/13	BILL	CYCLE BILL	1648.13
8/07/13	BILL	RECEIVED	1673.10

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*7/25/13 ADJ PENALTY *****1101*****
***CREDIT *****1101*****
**CYCLE BILL *****1612.15*****
*7/03/13 Bill *****1637.12*****
*****NO*****
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6/27/13	ADJ	PENALTY	10.76

6/06/13	BILL	OFF CYCLE BILL	1576.42

			1601.39

5/30/13	ADJ	PENALTY	*****	10.51	*****
5/07/13	BILL	CYCLE BILL	*****	1540.94	*****
		*****	*****	00	*****
		*****	*****	1565.91	*****

[illegible]

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
LOCATION: 5126 RIDGEWOOD AVE

DATE	TYPE	TRANSACTION DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
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WA WATER TOTAL ACTUAL CHGS 24.97

3/28/13 ADJ PENALTY 10.01
3/05/13 BILL PUBLIC BILL 1470.73
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
WA WATER 9:30
TOTAL ACTUAL CHGS 24.97

3/01/13 ADJ PENALTY 9:76
2/06/13 BILL PUBLIC BILL 1436.00
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
WA WATER 9:30
TOTAL ACTUAL CHGS 24.97

1/23/13 ADJ PENALTY 9:51
12/31/12 BILL PUBLIC BILL 1401.52
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
WA WATER 9:30
TOTAL ACTUAL CHGS 24.97

12/27/12 ADJ PENALTY 9:26
12/05/12 BILL PUBLIC BILL 1367.29
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
WA WATER 9:30
TOTAL ACTUAL CHGS 24.97

12/01/12 ADJ PENALTY 9:01
11/30/12 ADJ PENALTY (REV) 9:01
11/28/12 ADJ PENALTY 9:01
11/09/12 BILL PUBLIC BILL 1333.31
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
TOTAL ACTUAL CHGS 24.97

12/01/12 ADJ PENALTY 9:01
11/30/12 ADJ PENALTY (REV) 9:01
11/28/12 ADJ PENALTY 9:01
11/09/12 BILL PUBLIC BILL 1333.31
EG ENERGY SERVICE TAX 99
GA GARBAGE/RECYCLING OW 7:65
LF LANDFILL OWNER 4:44
TOTAL ACTUAL CHGS 24.97

1358.28

(5/17/11 TO 99/99/99)

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
LOCATION: 25293 5126 RIDGEWOOD AVE

*****TRANSACTION*****			
DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE
			CURRENT AMOUNT
			BILLED CONSUMPTION
			TOTAL BILL AMOUNT
WA WATER			9.90
TOTAL ACTUAL CHGS			21.02

WA WATER	9.90
TOTAL ACTUAL CHGS	24.97

11/07/12	ADJ	12.12
11/07/12	ADJ	11.88
10/11/12	BILL	99
	PENALTY	
	PENALTY	
	CYCLE BILL	
	PRIOR SERVICE TAX	
		1284.34
		99
		1309.31

9/27/12	ADD	PENALTY	12.01
9/27/12	ADD	PENALTY	11.41
9/05/12	BILL	CYCLE BILL	1235.93
	REP SERVICE MAY		1260.92

8/30/12	ADD	PENALTY	11.89
8/30/12	ADD	PENALTY	10.94
8/07/12	BILL	CYCLE BILL	1188.11
		8/07/12	1213.10

7/26/12	ADD	*****	11.78	*****
7/26/12	PENALTY	*****	10.48	*****
7/03/12	BILL	*****	1140.86	*****
	CYCLE BILL	*****		*****
	PUBLIC SERVICE TAX	*****		*****
		*****	99	*****
		*****		1165.85

6/28/13	ADD	PENALTY	11.68
6/28/13	ADD	PENALTY	11.02
6/05/12	BILL	CYCLE BILL	1094.17
		PUBLIC SERVICE TAX	.99
			1119.16

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
LOCATION: 25293 5126 RIDGEWOOD AVE

DATE	TRANSACTION TYPE DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
5/24/12	ADJ PENALTY		11.58		
5/01/12	BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GF GARBAGE/RECYCLING OW WF LANDFILL OWNER WA WATER	1048.03	.99 11.07 2.63 9.90 24.99		1073.02
	TOTAL ACTUAL CHGS				
4/26/12	ADJ PENALTY		11.52		
4/03/12	BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GF GARBAGE/RECYCLING OW WF LANDFILL OWNER WA WATER	1002.40	.99 11.07 2.63 9.90 24.99		1027.39
	TOTAL ACTUAL CHGS				
3/29/12	ADJ PENALTY		11.53		
3/06/12	BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GF GARBAGE/RECYCLING OW WF LANDFILL OWNER WA WATER	957.21	.99 11.07 2.63 9.90 24.99		982.20
	TOTAL ACTUAL CHGS				
3/02/12	ADJ PENALTY		11.84		
2/07/12	BILL PUBLIC SERVICE TAX EG ENERGY GARBAGE OW GF GARBAGE/RECYCLING OW WF LANDFILL OWNER WA WATER	912.19	.99 11.07 2.63 9.90 24.99		937.18
	TOTAL ACTUAL CHGS				
1/26/12	ADJ PENALTY		12.65		

PREPARED: 7/24/15
PROGRAM UT476L
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS
(5/17/11 TO 99/99/99)

PAGE: 7

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
LOCATION: 25293 5126 RIDGEWOOD AVE

DATE	TYPE	TRANSACTION DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
1/03/12	BILL	CYCLE BILL	866.88	.99		891.87
	EG	ENERGY SERVICE TAX		11.40		
	GA	GARBAGE/RECYCLING		2.63		
	WF	LANDFILL OWNER		9.90		
	WA	WATER		24.99		
		TOTAL ACTUAL CHGS				
12/29/11	ADD	PENALTY		16.81		
12/29/11	ADD	CYCLE BILL	818.76	99		843.75
	EG	ENERGY SERVICE TAX		11.07		
	GA	GARBAGE/RECYCLING		2.63		
	WF	LANDFILL OWNER		9.90		
	WA	WATER		24.99		
		TOTAL ACTUAL CHGS				
11/28/11	ADD	PENALTY		23.00		
11/28/11	ADD	CYCLE BILL	765.17	.99		790.16
	EG	ENERGY SERVICE TAX		11.07		
	GA	GARBAGE/RECYCLING		2.63		
	WF	LANDFILL OWNER		9.90		
	WA	WATER		24.99		
		TOTAL ACTUAL CHGS				
10/27/11	ADD	PENALTY		57.21		
10/27/11	ADD	CYCLE BILL	680.52	.99		706.61
	EG	ENERGY SERVICE TAX		11.07		
	GA	GARBAGE/RECYCLING		2.63		
	WF	LANDFILL OWNER		9.90		
	WA	WATER		24.99		
		TOTAL ACTUAL CHGS				
9/29/11	ADD	PENALTY		56.62		
9/29/11	ADD	DEP INTEREST		100.04		
9/29/11	PMT	REFUND		-		
9/06/11	BILL	CYCLE BILL	640.13	37.99		723.74
	EG	ENERGY SERVICE TAX		11.07		
	GA	GARBAGE/RECYCLING		2.63		
	WF	LANDFILL OWNER		9.90		
	WA	WATER		24.99		
		TOTAL ACTUAL CHGS				

CUSTOMER: 7533 JOHNSON, ANDREW EVERETT
 LOCATION: 25233 5126 RIDGEWOOD AVE

*****TRANSACTION*****
 DATE TYPE DESCRIPTION PREVIOUS BALANCE CURRENT AMOUNT BILLED CONSUMPTION TOTAL BILL AMOUNT

SERVICE CHARGE 35.00
 TOTAL ACTUAL CHGS 83.74

9/06/11 PMT DEP INTEREST 1.3-
 8/02/11 ADD TREN ADMIN CHARGE 38.50
 8/25/11 ADD PENALTY 22.42

 8/02/11 BILL CYCLE BILL 321.06
 EM PUBLIC SERVICE TAX 2.35
 EM WATER ENERGY CHARGE 37.82
 WA GARBAGE PICKUP 30.15
 METER TAMPERING CHARGE 35.00
 TG SERVICE CHARGE 35.00
 TOTAL ACTUAL CHGS 203.15

7/30/11 ADD labor-illegal hk-up 93.54
 7/30/11 ADD labor-illegal hook-up 27.54
 7/30/11 ADD illegal hook-up 35.00
 7/30/11 ADD illegal hook-up 11.08
 7/28/11 ADD illegal hook-up 11.72

 7/05/11 BILL CYCLE BILL 78.09
 EM PUBLIC SERVICE TAX 1.94
 EM WATER ENERGY CHARGE 37.82
 WA GARBAGE PICKUP 17.20
 TOTAL ACTUAL CHGS 59.15

6/28/11 ADJ PENALTY 7.10

 6/07/11 BILL CYCLE BILL .00
 EM PUBLIC SERVICE TAX 3.01
 EM WATER ENERGY CHARGE 37.82
 WA GARBAGE PICKUP 26.35
 WA WATER 70.99
 TOTAL ACTUAL CHGS 62.99-

5/17/11 PMT

 TOTALS BY CATEGORY
 TOTAL PAYMENTS 163.16-
 EG Adjustments .00
 GA Adjustments .00
 WA Adjustments .00

CUSTOMER: 77533 JOHNSON, ANDREW EVERETT
 LOCATION: 25293 5126 RIDGEWOOD AVE

TOTALS BY CATEGORY

LF Adjustments	00
EW Adjustments	00
Other Adjustments	00
TOTAL ADJUSTMENTS	827.63
Tax Charges	41.90
EG Charges	48.58
WA Charges	472.52
LF Charges	410.20
EW Charges	111.48
Other Charges	175.00
TOTAL CHARGES	1268.47
TOTAL TRANSFER BALANCE FROM	.00
TOTAL TRANSFER BALANCE TO	.00

CONSUMPTION PARAMETERS FOR WATER

EXCEPTION REPORT FLAG	00
CONSUMPTION ESTIMATE	00
DEMAND CONSUMPTION ESTIMATE	28
AVERAGE CONSUMPTION	1071.00
TOTAL CONSUMPTION	00
TOTAL DEMAND CONSUMPTION	00
TOTAL READING DAYS	3784

Abbate, Barbara

From: Todor, Nadezhda
Sent: Monday, July 27, 2015 9:13 AM
To: CityClerk
Subject: RE: 5126 Ridgewood Ave. 6310 07 12 0060
Attachments: 201507270847.pdf; 201507270847.pdf

Good morning,
I have three lot mowing invoices:
10/03/15 - \$220.00
07/08/15 - \$175.00
07/08/15 - \$295.00

Penalty - \$56.42
Interest - \$9.43

Total : \$755.85

Best,

Nadia Todor

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

Office: 386-506-5705
Fax: 386-506-5711
E-mail: ntodor@port-orange.org
City website: www.port-orange.org



From: CityClerk
Sent: Friday, July 24, 2015 10:17 AM
To: Campbell, Cathi; codeenforcement; Colf, Dreama; Hutchison, Chris; Leuzinger, Kerry; Todor, Nadezhda; Wilson, Adam; Wolfe, Lori
Cc: Fenwick, Robin; Gosnell, Fran; Gutierrez, Theresa
Subject: 5126 Ridgewood Ave. 6310 07 12 0060

Are there any zoning violations; code cases, costs, liens, or fines; building dept. liens or fines; lot mowing liens; false alarm liens/bills; or open permits? Please let me know if there are **any** monies due on the above referenced property from your department. If there is, please provide the balance due and the book & page of liens, if any, owed and the utility balances.



INVOICE

Page 1 of 1

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
ATTN: ACCOUNTS RECEIVABLE
TELEPHONE (386)506-5500
Fax (386)506-5711

To: ANDREW & SANDRA E JOHNSON
5126 S. RIDGEWOOD AVE
PORT ORANGE, FL 32127

Invoice No: 8755
Date: 07/08/15

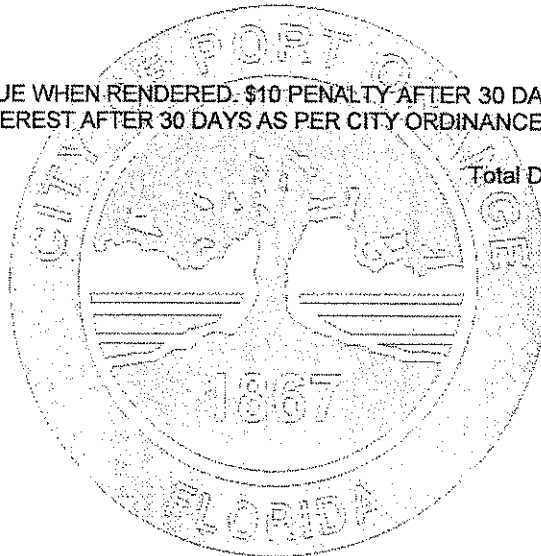
Customer No: 2739/2739

Type: LM - LOT MOWING

Quantity	Description	Unit Price	Extended Price
1.00	LOT MOWING MISC 03/13/2015 ABATEMENT - LOT MOWING	175.00	175.00
1.00	LOT MOWING MISC 06/26/15 ABATEMENT - LOT MOWING	295.00	295.00

BILL DUE WHEN RENDERED: \$10 PENALTY AFTER 30 DAYS;
1% INTEREST AFTER 30 DAYS AS PER CITY ORDINANCE

Total Due: \$470.00



Please detach and send this copy with remittance.

Due Date: 08/07/15
Name: ANDREW & SANDRA E JOHNSON
Customer No: 2739/2739
Type: LM - LOT MOWING
Total Due: \$470.00
Invoice No: 8755
Terms: Net 30 Days

Remit and make check payable to:
CITY OF PORT ORANGE
FINANCE DEPARTMENT
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129
TELEPHONE: (386) 506-5705



BILLING ACTION FORM
(ONE ACTION FORM PER CUSTOMER/ BILLING TYPE)

REQUEST DATE: 6/30/2015

DEPARTMENT REQUESTING ACTION: Community Development

PERSON REQUESTING ACTION: Chris Hutchison

DEPARTMENT HEAD APPROVAL: _____

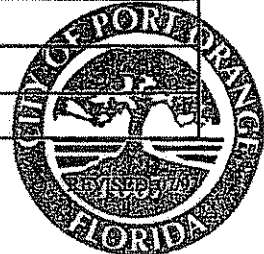
TYPE OF BILLING:
(FINANCE DEPARTMENT USE ONLY)

Total Amount of Invoice: \$ 175.00	Customer P O #/ or Grant #: (If applicable)
Account Number (to be credited): 001-0000-354-10-00	

Customer Name:	Sandra Johnson
Mailing Address:	5126 Ridgewood Ave.
	Port Orange
State:	FL
Zip:	32127
Case #:	N/A

Date	Unit Price	Description/or Work Performed
03/13/2015	\$ 175.00	Abatement - Lot mowing
	\$	
	\$	
	\$	
	\$	AUTHORIZED BY CITY MANAGER HARDEN
	\$	
	\$	
	\$	
	\$	
Total Cost	\$ 175.00	

SEND COMPLETED FORM TO: ACCOUNTS RECEIVABLE
wp:c:baf



PROCESSED

JUL 08 2015

COPO FINANCE

NT



2739

BILLING ACTION FORM
(ONE ACTION FORM PER CUSTOMER/ BILLING TYPE)

REQUEST DATE: 6/30/2015DEPARTMENT REQUESTING ACTION: Community DevelopmentPERSON REQUESTING ACTION: Chris HutchisonDEPARTMENT HEAD APPROVAL: [Signature]

TYPE OF BILLING:
(FINANCE DEPARTMENT USE ONLY)

Total Amount of Invoice: \$295.00

Customer P O #/ or Grant #:
(If applicable)

Account Number (to be credited): 001-0000-354-10-00

Customer Name:	Sandra Johnson
Mailing Address:	5126 Ridgewood Ave.
	Port Orange
State:	FL
Zip:	32127
Case #:	N/A

Date	Unit Price	Description/or Work Performed
06/26/2015	\$295.00	Abatement - Lot mowing
	\$	
	\$	
	\$	
	\$	AUTHORIZED BY CITY MANAGER HARDEN
	\$	
	\$	
	\$	
	\$	
Total Cost	\$ 295.00	

SEND COMPLETED FORM TO:
wp:c:baf

ACCOUNTS RECEIVABLE



PROCESSED

JUL 08 2015

COCO FINANCE

NT



INVOICE

Page 1 of 1

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
ATTN: ACCOUNTS RECEIVABLE
TELEPHONE (386)506-5500
Fax (386)506-5711

To: ANDREW E JOHNSON

5126 S. RIDGEWOOD AVE
PORT ORANGE, FL 32127

Invoice 8224
No:
Date: 10/03/14

Customer No: 2739/2739

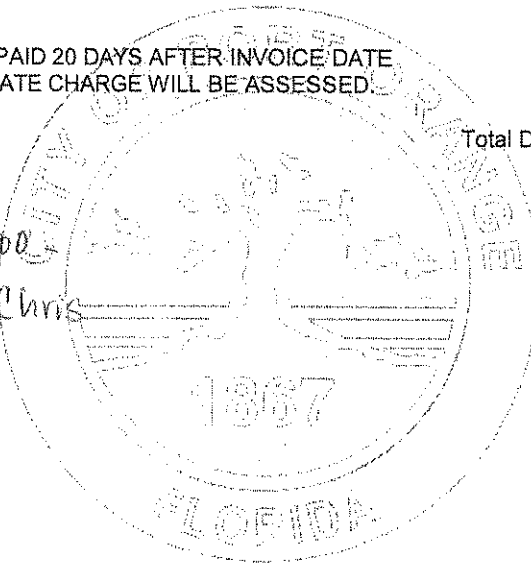
Type: LM - LOT MOWING

Quantity	Description	Unit Price	Extended Price
1.00	LOT MOWING MISC TUFF TURF INVOICE#23008 DATED 9/29/14	220.00	220.00

IF NOT PAID 20 DAYS AFTER INVOICE DATE
A 10% LATE CHARGE WILL BE ASSESSED.

Total Due: \$220.00

- Nova One Tattoo
* Approved by Chris
without case



Please detach and send this copy with remittance.

Due Date: 10/23/14
Name: ANDREW E JOHNSON
Customer No: 2739/2739
Type: LM - LOT MOWING
Total Due: \$220.00
Invoice No: 8224
Terms: Net 20 Days

Remit and make check payable to:
CITY OF PORT ORANGE
FINANCE DEPARTMENT
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

TELEPHONE: (386) 506-5705



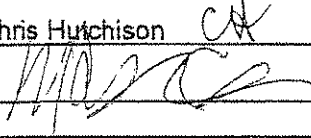
BILLING ACTION FORM
(ONE ACTION FORM PER CUSTOMER/ BILLING TYPE)

2739
LM001

REQUEST DATE: 9/30/2014

DEPARTMENT REQUESTING ACTION: Community Development

PERSON REQUESTING ACTION: Chris Hutchison

DEPARTMENT HEAD APPROVAL: 

TYPE OF BILLING:
(FINANCE DEPARTMENT USE ONLY)

Total Amount of Invoice: \$ 220.00

Customer P O #/ or Grant #:
(If applicable)

Account Number (to be credited): 001-0000-342-80-00

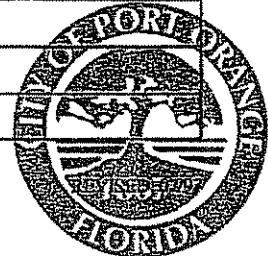
Customer Name:	Andrew E. Johnson
Mailing Address:	5126 S. Ridgewood Avenue
	Port Orange
State:	FL
Zip:	32127

Date	Unit Price	Description/or Work Performed
09/29/2014	\$ 220.00	Mow, edge, trim
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Cost	\$ 220.00	

SEND COMPLETED FORM TO:

ACCOUNTS RECEIVABLE

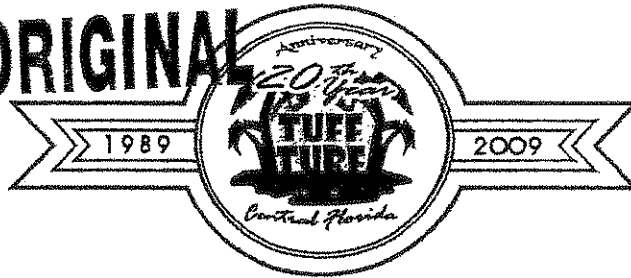
wp:c:baf



Tuff Turf, Inc.

ORIGINAL

511 County Rd 415
New Smyrna Beach, FL 32168



Invoice

Date	Invoice #
9/29/2014	23008

Bill To
Code Enforcement City of Port Orange 1000 City Center Circle Port Orange, FL 32129



Project	Lot Number	Superintendent	Ref Number	Blk/Sec Number	PO Number
5126 5167 Ridgewood Ave.					008591
Item	Quantity	Description	Rate	Amount	
Misc Services	1	Property needs full: mow, edge, trim.	220.00	220.00	
					RECEIVED SEP 30 2014 FINANCE

APPROVED FOR PAYMENT

Date: 10/2/14

CLK

Total	\$220.00
Payments/Credits	\$0.00
Balance Due	\$220.00

Abbate, Barbara

From: Bonin, Amanda
Sent: Wednesday, July 29, 2015 11:40 AM
To: CityClerk
Cc: Fenwick, Robin; Gutierrez, Theresa; Gosnell, Fran
Subject: RE: 5126 Ridgewood Ave. 6310 07 12 0060

No active cases at this time.

Case 10-1729 had a fine of \$1300 – this was \$100 per day from April 1, 2011, to April 14, 2011.

Case 11-1266 had a fine of \$713,000 – this was \$1000 per day from 6/28/11 to 6/10/13

Not sure if these were ever paid

Amanda

Amanda Bonin
Code Compliance Inspector
City of Port Orange
Community Development

P: 386-506-5616

F: 386-506-5699

Please Be Green - don't print this e-mail unless necessary.

total
714300.00

From: CityClerk
Sent: Wednesday, July 29, 2015 11:31 AM
To: codeenforcement; Hutchison, Chris
Cc: Fenwick, Robin; Gutierrez, Theresa; Gosnell, Fran
Subject: FW: 5126 Ridgewood Ave. 6310 07 12 0060

Could I please get an answer on the above address.

Thank you,

Barbara J. Abbate
Administrative Assistant
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5563
FAX: 386-756-5290
EMAIL: babbate@port-orange.org
WEBSITE: www.port-orange.org

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD**

CASE NO. 10-1729

CITY OF PORT ORANGE,
a Florida municipal corporation

Petitioner,

v.

ANDREW JOHNSON
[REDACTED]

**5126 Ridgewood Ave.
Port Orange, FL 32127,**

Respondent.

Space Reserved for Recording Data

ORDER IMPOSING FINE/LIEN

This cause came on for public hearing before the Code Enforcement Board of the City of Port Orange, after due notice to the Respondent, on the 2nd day of March, 2011, at which time Staff and the Respondent, Andrew Johnson, were heard and the Board made findings of fact, conclusions of law, and thereupon issued its order finding that a violation exists which was reduced to writing, a copy having been furnished by hand delivery and U. S. Mail to the Respondent.

Said Order found Respondents in violation of the Port Orange Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26 (Cleanliness of Property Generally-Duty of Owner), (C) *Maintenance of commercial and industrial zoned lots.*

Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26 (Cleanliness of Property Generally-Duty of Owner), (f) Garbage, waste, trash, etc., prohibited.

Chapter 2 (Definitions And Interpretations) of the City of Port Orange Land Development Code, Section 2, (Definitions). *Accessory structure (appurtenant structure).*

Chapter 3 (General Requirements), Section 304 (Exterior Structure), 304.13 (Window, skylight and door frames) of the 2009 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances Chapter 5 (Plumbing Facilities and Fixture Requirements), Section 502 (Required Facilities), 502.1, (Dwelling units) of the 2009 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances as the same pertains to the above referenced violations, and required Respondent(s) to take certain corrective action no later than March 31, 2011.

An Affidavit of Non-Compliance has been filed with the Board by Code Compliance Inspector Amanda Bonin, certifying under oath that the required action has not been taken as ordered by the Board. A true and correct copy of that affidavit is attached hereto as Exhibit "A," and incorporated herein by reference.

Based upon the foregoing premises, and by the authority of Section 162.09, Florida Statutes (2010), and Article V, Part II, of the Code of Ordinances for the City of Port Orange, Florida; it is hereby,

ORDERED:

1. A fine in the amount of \$100 per day beginning on the 1st day of April, 2011, is hereby imposed upon the Respondent, Andrew Johnson, which fine shall continue to accrue thereafter for each and every day the violation exists, shall run in favor of the local governing body of the City of Port Orange, Florida, and shall be payable to the order of:

CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129

2. The Respondent shall notify Code Compliance Inspector Amanda Bonin, to request a re-inspection, if the Respondent complies with the Board's Order of finding that a violation exists.

A certified copy of this Order shall be recorded in the Official Records of the office of the Clerk of the Circuit Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property, said property to include, but not necessarily be limited to that real property described as follows:

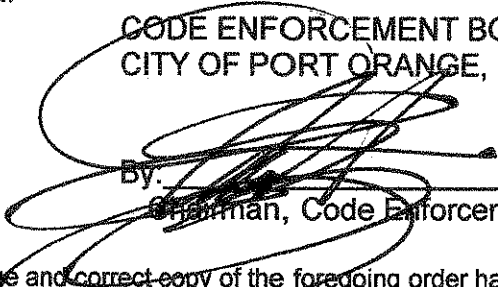
Tax Parcel ID: [REDACTED]

Street address: 5126 Ridgewood Ave., Port Orange, Florida 32127.

Legal Description: LOTS 6 7 & LOTS 8 & 9 EXC RD RWY BLK 12 ALLANDALE PER OR 4250 PG 1190, of the Public Records of Volusia County, Florida; and per deed recorded in Book 4250, page 1190, Public Records of Volusia County, Florida.

DONE AND ORDERED the 1 day of June, 2011, in the City of Port Orange, Volusia County, Florida.

CODE ENFORCEMENT BOARD
CITY OF PORT ORANGE, FLORIDA

By: 

Chairman, Code Enforcement Board

I HEREBY CERTIFY that a true and correct copy of the foregoing order has been furnished to the Respondent by U.S. Mail this 1 day of June, 2011.


Secretary, Code Enforcement Board

Pursuant to Florida Statutes Section 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed. History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

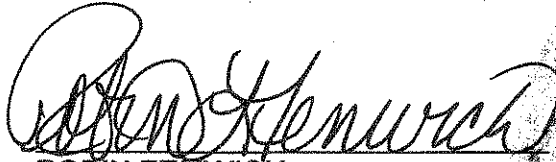
Form Approved by the Board Attorney 08.08.02

CERTIFICATION BY DEPUTY CITY CLERK

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I, ROBIN FENWICK, Deputy City Clerk of the City of Port Orange, Volusia County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Order Imposing Fine/Lien together with Exhibit A, the affidavit of Non-Compliance, relating to the above matter identified as Code Enforcement Case No. CEB 10-1729, as the same appears of record in the office of the City Clerk.

In my capacity as Deputy City Clerk, I have hereunto set my hand and affixed hereto the official seal of the City of Port Orange, Florida on the 3 day of June, 2011.


ROBIN FENWICK
Deputy City Clerk

(Official Seal)



Exhibit A
Affidavit of Non-Compliance

Exhibit A
Affidavit of Non-Compliance

CITY OF PORT ORANGE, FLORIDA

CODE ENFORCEMENT BOARD

CITY OF PORT ORANGE,

Petitioner.

Vs.

CASE NO: 10-1729
5126 Ridgewood Ave

Andrew Johnson,

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

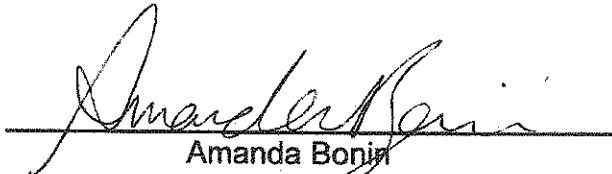
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, The undersigned authority personally appeared: **Amanda Bonin**, Code Compliance Inspector for the City of Port Orange, Florida. Who, after being duly sworn, deposes and says:

1. That on **March 2, 2011**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action on or before **March 31, 2011**.
3. That a re-inspection was performed on **April 6, 2011**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that: the window panes have not been installed.

FURTHER AFFIANT SAYETH NOT.

Dated this 6th day of April, 2011.


Amanda Bonin
Code Compliance Inspector
City of Port Orange, Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of April, 2011 by Amanda Bonin who is personally known to me.


Notary Public
State of Florida at Large

Commission No. _____



CAROLE D. THOMAS
MY COMMISSION # EE 086601
EXPIRES: May 15, 2015
Bonded Thru Budget Notary Services

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD**

CASE NO. 11-156

**CITY OF PORT ORANGE,
a Florida municipal corporation**

Petitioner,

v.

**Andrew E. Johnson, AJ's Daytona Tattoo
Company/Daytona Tatz, Business and
Property Owner**

Parcel#: 6310-07-12-0060

Respondent.

Space Reserved for Recording Data

ORDER IMPOSING FINE/LIEN

This cause came on for public hearing before the Code Enforcement Board of the City of Port Orange, after due notice to the Respondent, on the 6th day of April, 2011, at which time Staff was heard, Respondent, Andrew E. Johnson, was not present, the Board made findings of fact, conclusions of law, and thereupon issued its order finding that a violation exists which was reduced to writing, a copy having been furnished by U. S. Mail to the Respondent.

Said Order found Respondents in violation of the Port Orange Code of Ordinances Chapter 18, Article II, Section 18-27, Chapter 18, Article II, Section 18-33 (a) (b) and Florida Statute 205.053 and required Respondent(s) to take certain corrective action no later than April 14, 2011.

An Affidavit of Non-Compliance has been filed with the Board by Code Compliance Inspector Elizabeth Diamond, certifying under oath that the required action has not been taken as ordered by the Board. A true and correct copy of that affidavit is attached hereto as Exhibit "A," and incorporated herein by reference.

Based upon the foregoing premises, and by the authority of Section 162.09, Florida Statutes (2001), and Article V, Part II, of the Code of Ordinances for the City of Port Orange, Florida; it is hereby,

ORDERED:

1. A fine in the amount of \$250.00 per day beginning on the 15th day of April, 2011, is hereby imposed upon the Respondent, Andrew E. Johnson, which fine shall continue to accrue thereafter for each and every day the violation exists, which shall run in favor of the local governing body of the City of Port Orange, Florida, and shall be payable to the order of:

CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129

2. Payment of \$312.50 for 2011 Business Tax Receipt renewal, which includes, \$250. late penalty pursuant to Section 205.053, Florida Statutes, paid by respondent on or about April 6, 2011, will be retained by the City until such time as respondent produces a valid Volusia County Health Department approval to tattoo and a Business Tax Receipt can be issued by the City of Port Orange.
3. A 25% one-time penalty in the amount of \$78.13 was imposed upon the Respondent, Andrew E. Johnson. This penalty is in favor of the local governing body of the City of Port Orange, Florida, and shall be payable to the order of:

CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129

4. The Respondent shall notify Code Compliance Inspector Elizabeth Diamond, to request a re-inspection, if the Respondent complies with the Board's Order of finding that a violation exists.

A certified copy of this Order shall be recorded in the Official Records of the office of the Clerk of the Circuit Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property, said property to include, but not necessarily be limited to that real property described as follows:

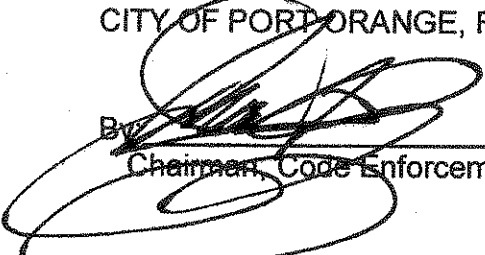
Tax Parcel ID: [REDACTED]

Street address: 5126 S. Ridgewood Ave., Port Orange, Florida, 32127.

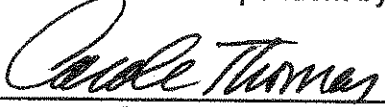
Legal Description: Lots 6 7 & LOTS 8 & 9 EXC RD RWY BLK12 ALLENDALE PER OR 4250 PG 1190, of the Public Records of Volusia County, Florida.

DONE AND ORDERED the 1 day of Jun, 2011, in the City of Port Orange, Volusia County, Florida.

CODE ENFORCEMENT BOARD
CITY OF PORT ORANGE, FLORIDA

By 
Chairman, Code Enforcement Board

I HEREBY CERTIFY that a true and correct copy of the foregoing order has been furnished to the Respondent by U.S. Mail this 1 day of Jun, 2011.


Secretary, Code Enforcement Board

Pursuant to Florida Statutes Section 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

Form Approved by the Board Attorney 08.08.02

CERTIFICATION BY DEPUTY CITY CLERK

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I, Robin Fenwick, Deputy City Clerk of the City of Port Orange, Volusia County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Order Imposing Fine/Lien together with Exhibit A, the affidavit of Non-Compliance, relating to the above matter identified as Code Enforcement Case No. CEB 11-156, as the same appears of record in the office of the City Clerk.

In my capacity as Deputy City Clerk, I have hereunto set my hand and affixed hereto the official seal of the City of Port Orange, Florida on the 6th day of June, 2011.


Robin Fenwick
Deputy City Clerk
(Official Seal)



Exhibit A
Affidavit of Non-Compliance

Exhibit A
Affidavit of Non-Compliance

CITY OF PORT ORANGE, FLORIDA

CODE ENFORCEMENT BOARD

CITY OF PORT ORANGE,

Petitioner.

Vs.

CASE NO: 11-156

Andrew E. Johnson, AJ's Daytona Tattoo Company/Daytona Tatz, Business and Property Owner

Parcel # 6310-07-12-0060

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

BEFORE ME, The undersigned authority, personally appeared: Elizabeth Diamond, Code Compliance Inspector for the City of Port Orange, Florida. Who, after being duly sworn, deposes and says:

1. That on **April 6th, 2011**, the Board held a public hearing and issued it's Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action on or before **April 14, 2011**.
3. That a re-inspection was performed on **April 15, 2011**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that: the required Health Department certification was not obtained, the 25% penalty fee of \$78.13 was not paid and the Business Tax Receipt has not been issued.

FURTHER AFFIANT SAYETH NOT.

Dated this 26th day of May, 2011.

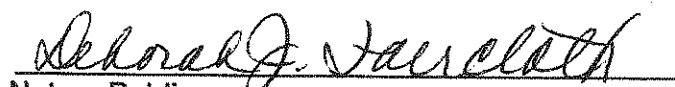


Elizabeth Diamond
Code Compliance Inspector
City of Port Orange, Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me

This 26th day of May, 2011 by Elizabeth Diamond who is personally known to
me.


Notary Public
State of Florida at Large

Commission No. _____



DEBORAH J. FAIRCLOTH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE051268
Expires 12/26/2014

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD**

CASE NO. 11-1266

CITY OF PORT ORANGE,
a Florida municipal corporation

Petitioner,

v.

ANDREW JOHNSON
[REDACTED]
5126 Ridgewood Ave.
Port Orange, FL 32127,

Respondent.

Space Reserved for Recording Data

ORDER IMPOSING FINE/LIEN

This cause came on for public hearing before the Code Enforcement Board of the City of Port Orange, after due notice to the Respondent, on the 6th day of July, 2011, at which time Staff and the Respondent, Andrew Johnson, were heard and the Board made findings of fact, conclusions of law, and thereupon issued its order finding that a violation exists which was reduced to writing, a copy having been furnished by hand delivery and U. S. Mail to the Respondent.

Said Order found Respondents in violation of the Port Orange Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26 (Cleanliness of Property Generally-Duty of Owner), (C) *Maintenance of commercial and industrial zoned lots.*

Chapter 42 (Nuisances) of the City of Port Orange Code of Ordinances, Article II (Garbage, Junk and Undergrowth), Section 42-26 (Cleanliness of Property Generally-Duty of Owner), (f) Garbage, waste, trash, etc., prohibited.

Chapter 2 (Definitions And Interpretations) of the City of Port Orange Land Development Code, Section 2, (Definitions). *Accessory structure (appurtenant structure).*

Chapter 3 (General Requirements), Section 304 (Exterior Structure), 304.13 (Window, skylight and door frames) of the 2009 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances Chapter 5 (Plumbing Facilities and Fixture Requirements), Section 502 (Required Facilities), 502.1, (Dwelling units) of the 2009 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances as the same pertains to the above referenced violations, and required Respondent(s) to take certain corrective action no later than June 30, 2011.

An Affidavit of Non-Compliance has been filed with the Board by Code Compliance Inspector Amanda Bonin, certifying under oath that the required action has not been taken as ordered by the Board. A true and correct copy of that affidavit is attached hereto as Exhibit "A," and incorporated herein by reference.

Based upon the foregoing premises, and by the authority of Section 162.09, Florida Statutes (2010), and Article V, Part II, of the Code of Ordinances for the City of Port Orange, Florida; it is hereby,

ORDERED:

1. A fine in the amount of \$1000 per day beginning on the 30th day of June, 2011, is hereby imposed upon the Respondent, Andrew Johnson, which fine shall continue to accrue thereafter for each and every day the violation exists, shall run in favor of the local governing body of the City of Port Orange, Florida, and shall be payable to the order of:

CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129

2. The Respondent shall notify Code Compliance Inspector Amanda Bonin, to request a re-inspection, if the Respondent complies with the Board's Order of finding that a violation exists.

A certified copy of this Order shall be recorded in the Official Records of the office of the Clerk of the Circuit Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property, said property to include, but not necessarily be limited to that real property described as follows:

Tax Parcel ID: [REDACTED]

Street address: 5126 Ridgewood Ave., Port Orange, Florida 32127.

Legal Description: LOTS 6 7 & LOTS 8 & 9 EXC RD RWY BLK 12 ALLANDALE PER OR 4250 PG 1190 , of the Public Records of Volusia County, Florida; and per deed recorded in Book 4250, page 1190, Public Records of Volusia County, Florida.

DONE AND ORDERED the 2 day of Nov, 2011, in the City of Port Orange, Volusia County, Florida.

CODE ENFORCEMENT BOARD
CITY OF PORT ORANGE, FLORIDA

By 

Chairman, Code Enforcement Board

I HEREBY CERTIFY that a true and correct copy of the foregoing order has been furnished to the Respondent by U.S. Mail this 7 day of Nov, 2011.


Secretary, Code Enforcement Board

Pursuant to Florida Statutes Section 162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

Form Approved by the Board Attorney 08.08.02

Exhibit A
Affidavit of Non-Compliance

CITY OF PORT ORANGE, FLORIDA

CODE ENFORCEMENT BOARD

CITY OF PORT ORANGE,

Petitioner.

Vs.

CASE NO: 11-1266
5126 Ridgewood Ave

Andrew Johnson,

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

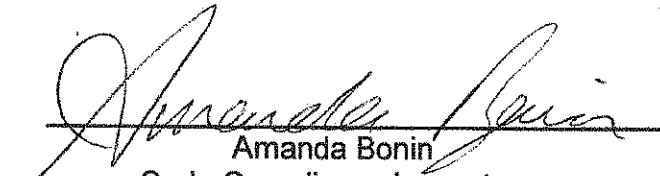
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, The undersigned authority personally appeared: **Amanda Bonin**, Code Compliance Inspector for the City of Port Orange, Florida. Who, after being duly sworn, deposes and says:

1. That on **July 6, 2011**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action on or before **June 30, 2011**.
3. That a re-inspection was performed on **June 30, 2011**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that: the windows have not been corrected.

FURTHER AFFIANT SAYETH NOT.

Dated this 6th day of July, 2011.

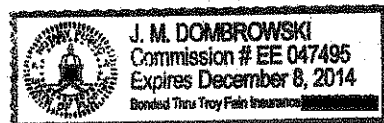

Amanda Bonin
Code Compliance Inspector
City of Port Orange, Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of July, 2011 by Amanda Bonin who is personally known to me.


Notary Public
State of Florida at Large

Commission No. _____

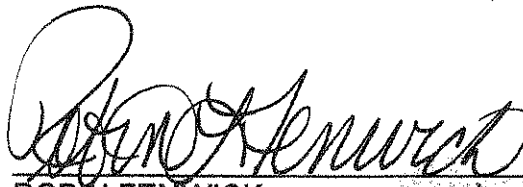


CERTIFICATION BY DEPUTY CITY CLERK

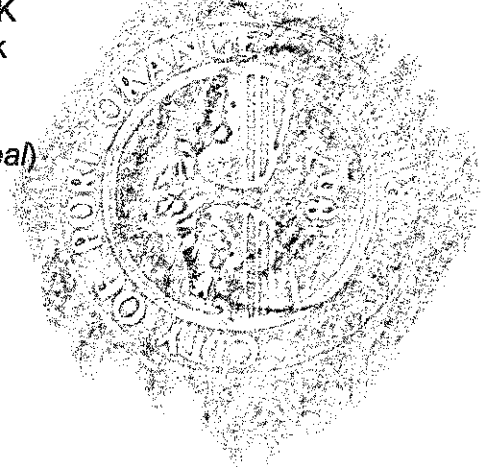
STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I, ROBIN FENWICK, Deputy City Clerk of the City of Port Orange, Volusia County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Order Imposing Fine/Lien together with Exhibit A, the affidavit of Non-Compliance, relating to the above matter identified as Code Enforcement Case No. CEB 11-1266, as the same appears of record in the office of the City Clerk.

In my capacity as Deputy City Clerk, I have hereunto set my hand and affixed hereto the official seal of the City of Port Orange, Florida on the 7 day of Nov, 2011.


ROBIN FENWICK
Deputy City Clerk

(Official Seal)





CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563
FAX (386) 756-5290
www.port-orange.org

REQUEST FOR LIEN SEARCH (Estoppel Letter)

Date: 7-24-15

- Expedited/Rush Service:** ☐ \$50.00 per Parcel Number in (2) business days
Regular Service: ☒ \$25.00 per Parcel Number (5) to (7) business days
Update: ☐ FREE to original requestor within 30 days of initial request
☐ Will be sending check ☒ Please call for Credit Card

Requestor's Name/Company Name: Ray Adams

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (386) 451-2144 Fax: ()

Email Address: 386-451-2144

Property requesting lien search for:

Owner(s) Name: _____

Property Address: 5126 Ridgewood Ave

Parcel ID Number: 6310-07-12-0060

*Searches include
Building Permit Ci
City of Port Ora:*

CITY OF PORT ORANGE H/
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

07/28/2015
Merchant ID:
Terminal ID:
825175950880

09:43:11
000000000499492
04372403

CREDIT CARD
VISA SALE

CARD #
INVOICE
Batch #:
Approval Code:
Entry Method:
Mode:
Avs Code: NYZ

XXXXXXXXXXXX7009
000522
104036
Manual
Online

SALE AMOUNT
\$25.00

CUSTOMER COPY

by the
