



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 17, 2019

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Rebecca Hyvonen of Cross Creek Community Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 30, 2019 - City Council Special Meeting
 - b. September 5, 2019 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Intent to Award ITB 19-29 Police Motorcycle Lease - Gator Harley Davidson
 - b. Award of ITB #19-25 Cured In Place Pipe for Stormwater Pipe Rehabilitation to LMR Construction
 - c. Award of ITB #19-08 for Landscape Maintenance Service of the City Rights of Way to Yellowstone Landscape
 - d. Award of ITB #19-18 of Major Thoroughfare Landscape Maintenance to VerdeGo LLC
 - e. Approval of Interlocal Agreement with Volusia County for Municipal Services for Traffic Signal Maintenance
 - f. Approval of Change Order No. 1 to A.G. Pifer Construction Company for Police Evidence Room Renovations & HVAC Upgrade

- g. Approval of Task Authorization No. 2 to Insituform Technologies LLC
 - h. Approval of Employee Dental, Vision and Group Life Insurance with MetLife
 - i. Approval of Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Workers Compensation Insurance through Preferred Government Insurance Trust
 - j. Approval to Renew Statutory AD&D for law enforcement and firefighters and Executive Travel AD&D insurance policies for FY2020
 - k. Approval of Change Order No. 1 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009).
 - l. Approval of Contract Renewal with Spectrum Enterprise for Internet and Phone Services through 2021
 - m. Approval of FY20 Spending Authority with AT&T Mobility for Wireless Phone and Data Services
- 8. Approval of Concurrence and Fair-Share Agreement for Holiday Inn Express Hotel Site Plan
 - 9. Approval of the First Amendment to the Property Exchange and Escrow Agreement for the Cardwell Funeral Home Property
 - 10. Approval of the First Amendment to the Halifax River Partners (HRP), LLC Economic Development Incentive Agreement
 - 11. Approval of the Parking Easement Agreement Between Halifax River Partners (HRP), LLC and City of Port Orange
 - 12. Approval of the License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property)

C. TOWN CENTER CRA MEETING

D. EASTPORT CRA MEETING

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

F. COUNCIL COMMENTS

- 13. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 14. Citizen Advisory Committee for TPO

H. PUBLIC HEARING

15. Second Reading - Ordinance No. 2019-26 - PCD Rezoning/The Palms at Ashton Lakes PCD Master Development Agreement and Conceptual Development Plan (Case No. 19-65000001)
16. Second Reading - Ordinance No. 2019-29 - Administrative Rezoning/415 Herbert Street (Case No. 19-60000006)
17. Second Reading: Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004)
18. Final Plat and Subdivision Plans/Springs at Port Orange, Case No. 18-50000002
19. First Reading - Ordinance No. 2019-31 - Amending Chapter 42 Section 42-26 Relating to Standards for Maintenance of Properties and Chapter 70 Relating to the Number/Location of Recreational Vehicles on a Residential Lot
20. First Reading - Ordinance 2019-32 - PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan (Case No. 19-40000003)
21. First Reading - Ordinance 2019-33 - Small-Scale Future Land Use Map Amendment/1793 Taylor Road (Case No. 19-20000004)
22. First Reading - Ordinance 2019-34 - Conventional Rezoning/Cracker Creek (1815, 1789, 1793, and 1795 Taylor Road) Case No. 19-60000005

I. REGULAR AGENDA

23. Approval to Renew the Annual Service Agreement with Halifax Humane Society
24. Resolution No. 19-43 - Cypress Head Golf Course Rules and Regulations

J. ADDITIONAL ITEMS

25. City Attorney
26. City Manager

K. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports
 - a. ArtHaus
 - b. Port Orange/South Daytona Chamber of Commerce
 - c. Roundtable of Elected Officials

L. ADJOURNMENT

Regular City Council Meeting

9/17/2019

Page 4 of 4

FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

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

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

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

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 30, 2019

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Drew Bastian Council Member Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts Assistant City Clerk Shelby Field

DISCUSSION ITEMS

4. Resolution No. 19-42 - Declaration of State of Local Emergency - Hurricane Dorian

Mayor Don Burnette read Resolution No. 19-42.

RESOLUTION NO. 19-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY; AUTHORIZING THE CITY MANAGER TO EXERCISE EMERGENCY MANAGEMENT POWERS; RATIFYING ALL ACTIONS TAKEN IN PREPARATION FOR HURRICANE DORIAN; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-42 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

Jake Johansson, City Manager, provided an update of the storm track and City Staff's preparations. He asked Council to consider rescheduling the regular City Council meeting of Tuesday, September 3, 2019. Council agreed to reschedule it to Thursday, September 5, 2019 unless the storm track changes and they need to reconsider.

ADJOURNMENT – 9:32 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 5, 2019

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

Invocation by Rev. Susan McCaffrey of Grace Episcopal Church

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Drew Bastian Council Member Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick

SPECIAL AWARDS AND RECOGNITION

4. Police Department Recognition Awards

Thomas Grimaldi, Police Chief, asked that this item be rescheduled until October 1, 2019 for proper coordination with the recipients after the hurricane.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes to the agenda requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

7. Approval of Minutes

- a. August 20, 2019 - Joint Special Meeting Town Center CRA
- b. August 20, 2019 - Regular City Council Meeting

Regular City Council Meeting

September 5, 2019

Page 2 of 5

- c. August 27, 2019 - Special City Council Meeting
- d. August 27, 2019 - City Council Budget Workshop
- 8. Bid Awards and Contract Items
 - a. Ratification of emergency purchase orders for the rental & repair of the Water Reclamation Facility generator.
- 9. Approval of Minor Special Event for the First United Methodist Church Annual Pumpkin Patch, Fall Festival and Trunk or Treat
- 10. Request Approval to Write Off Renter Utility Balances
- 11. Approval and Ratification of the National Association of Government Employees (NAGE) 2019-2021 Collective Bargaining Agreement

Council Member Scott Stiltner asked that Item #11 be pulled for further discussion.

Council Member Scott Stiltner thanked Staff for their hard work for the community and the work on this agreement. Andy Baldwin, NAGE Representative for the City of Port Orange, thanked Council, City Manager, and Staff on behalf of the members.

Motion to approve item #11 was made by Council Member Drew Bastian and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

Jake Johansson, City Manager, thanked Mr. Baldwin for exemplifying the core values of the City, as well as the staff.

12. Resolution No. 19-41 - Budget Appropriation to increase funds in Funds 410 & 503

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION

13. Request from Southport Development for an Affordable Housing Contribution from the City of Port Orange

Matt Lipoff, Southport Financial Services, Inc., discussed his project, Spruce Creek Commons, and asked Council for a donation of \$54,000 in the form of a grant. Mr. Lipoff answered questions of Council.

Vice Mayor Chase Tramont is open to the idea, but not at this property as it is not eligible for CDBG grant money.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Robert Reinhagen, citizen, discussed homelessness as discussed in the CDBG Action Plan passed by Council on August 6, 2019. He suggested police officers take a social worker with them to find out the services needed of the panhandlers in the community.

John Dupont, Jacksonville resident/developer, discussed his project for affordable housing in a property within the CDBG area.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council thanked City Staff for their work during the emergency with Hurricane Dorian.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2019-27 - Rezoning/6015 Spruce Creek Road (Case No. 19-60000004)

Mayor Don Burnette read Ordinance No. 2019-27.

ORDINANCE NO. 2019-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +7.58 ACRES LOCATED AT 6015 SPRUCE CREEK ROAD FROM R-10SF (SINGLE-FAMILY RESIDENTIAL) TO GPU (GOVERNMENT PUBLIC USE); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-27 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

16. Second Reading - Ordinance No. 2019-28 - LDC Text Amendment/Chapters 2, 17, and 18 (Case No. 19-25000002)

Mayor Don Burnette read Ordinance No. 2019-28.

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 17, AND 18 RELATING TO DEFINITIONS

AND INTERPRETATIONS, ZONING DISTRICT REGULATIONS, CONDITIONAL USES, SPECIAL EXCEPTIONS, AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-28 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

REGULAR AGENDA

17. Authorization for revisions to the Parks & Recreation Fee Matrix

Move to authorize staff's implementation of the revised matrix and to authorize the approval levels for staff and the City Manager was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

Susan Lovallo, Parks & Recreation Director, discussed the request to update the fee matrix being used to determine fee waivers for special events on city property and using city services. Staff recommended a slight change in the value to match the maximum amount of the waiver to be 75% instead of 85%. Ms. Lovallo also requested Council grant authorization to staff to approve fee waivers based on the matrix up to \$3,500, grant authorization to the City Manager to approve waivers from \$3,501-\$25,000 and anything above \$25,000 would require City Council approval. Should Council agree, a Resolution will be brought forward with the changes. Council agreed with the changes and supported staff granting the waivers based on the matrix.

Motion carried unanimously by voice vote.

ADDITIONAL ITEMS

18. City Attorney - Request for authority to negotiate indemnity standards

Margaret Roberts, City Attorney, explained the need for Council's guidance relating to indemnity language in contracts with City vendors.

Move to authorize the city attorney and city manager to negotiate and approve indemnity language for contracts

substantially consistent with the standard set forth in this agenda item was made by Council Member Scott Stiltner and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by voice vote.

19. City Manager

Mr. Johansson asked Council if they would like a workshop for the design of the community center with Parks & Recreation Advisory Board, Arthaus, user groups, and the public. Staff recommended a four-hour workshop on a Saturday similar to the one held regarding Riverwalk. Council agreed.

Mr. Johansson provided a Hurricane Dorian update. He asked Council if they are interested in moving the second hearing of the budget that coincides with the County's second hearing. Due to the hurricane, the rules have been waived. Council agreed to maintain the schedule previously advertised.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. Police Pension Plan - Council Member Drew Bastian provided the report from their meeting.
- b. Fire Pension Plan - Council Member Marilyn Ford provided the report from their meeting.
- c. River to Sea TPO - Council Member Scott Stiltner provided the report from their meeting.
- d. First Step Shelter - Vice Mayor Chase Tramont provided an update.

ADJOURNMENT - 8:11 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7a) Intent to Award ITB 19-29 Police Motorcycle Lease - Gator Harley Davidson

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move for approval to complete the lease with Gator Harley Davidson consistent with ITB 19-29 for the lease of police motorcycles in the total amount of \$169,823.64 for the full lease term; and authorize the city manager and city attorney to review and approve all final lease terms prior to execution; and authorize mayor and city clerk to execute all final documents.

SUMMARY: The City advertised and received two responsive bids for ITB#19-29, Police Motorcycle Lease. This bid is for the six (6) year lease term of seven Harley Davidson FLHTP Electra Glide motorcycles for the police department. Gator Harley Davidson of Leesburg was the lowest with a total cost for full lease term of \$169,823.64.

The vendor will be responsible for the initial installation of the police equipment and specialty lighting (equipment provided by the City) and for transferring the equipment to new motorcycles every two years. Routine maintenance and any repairs required, not covered by warranty, will be handled by in-house HD certified mechanics or taken to the vendor should staff determine the need to do so.

Project No.: Funding Account No.: 505 1000 519 6400

Presenter: Lynn Stevens

ATTACHMENTS:

1.	ITB 19 29 POLICE MOTORCYCLE LEASE Final 07.26.2019	ITB 19 29 POLICE MOTORCYCLE LEASE Final 07.26.2019.pdf
2.	Addendum No. 1 of 2 ITB 19-29 Police Motorcycle Lease 08.13.2019	Addendum No. 1 of 2 ITB 19-29 Police Motorcycle Lease 08.13.2019.pdf
3.	Addendum No. 2 of 2 ITB 19-29 Police Motorcycle Lease Final 08.16.2019	Addendum No. 2 of 2 ITB 19-29 Police Motorcycle Lease Final 08.16.2019.pdf
4.	Copy of Bid Tabulation ITB 19-29 Police Motorcycle Lease FINAL 08.26.2019 year over year	Copy of Bid Tabulation ITB 19-29 Police Motorcycle Lease FINAL 08.26.2019 year over year.xlsx
5.	Justification Memo Award ITB 19 29 Police Motorcycle Lease Gator Harley	Justification Memo Award ITB 19 29 Police Motorcycle Lease Gator Harley

	Davidson	Davidson.docx
6.	ITB 19-29 Police Motorcycle Lease NOTICE OF INTENT TO AWARD Gator Harley Davidson	ITB 19-29 Police Motorcycle Lease NOTICE OF INTENT TO AWARD Gator Harley Davidson.pdf
7.	Bid Submittal Gator Harley Davidson ITB 19-29 Police Motorcycle Lease	Bid Submittal Gator Harley Davidson ITB 19-29 Police Motorcycle Lease.pdf

Julia Wiggins	Created/Initiated - 8/27/2019
Kynah Cockcroft	Approved - 8/27/2019
Julia Wiggins	Approved - 8/28/2019
Jeff Fontane	Approved - 8/28/2019
Ronny Buttrum	Approved - 8/28/2019
Lynn Stevens	Approved - 8/29/2019
Scott Neils	Approved - 8/29/2019
Margaret Roberts	Approved - 9/12/2019
Jake Johansson	Approved - 9/12/2019
Robin Fenwick	Final Approval - 9/12/2019

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

POLICE MOTORCYCLE LEASE



ITB #19-29

City of Port Orange Purchasing Division

Prepared by: Michael Hall Buyer

Release Date: August 8, 2019

Bid Due Date and Time: August 22, 2019 at 1:30 P.M.

City of Port Orange,
Florida 1000 City Center
Circle Port Orange, FL
32129 (386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-29

POLICE MOTORCYCLE LEASE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-29 POLICE MOTORCYCLE LEASE. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **1:30 P.M. on August 22, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 1:30 P.M. in Council Chambers.

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to acquiring the services for the POLICE MOTORCYCLE LEASE.* Lease seven (7) Harley Davidson FLHTP Electra Glide motorcycles with the standard police package (listed in scope of work) supplied and installed. Additional specialty lighting and equipment will be supplied by the City (listed in scope of work) and installed by the Vendor. The total lease term shall be six (6) years (72 months). Every two (2) years (24 months) during the lease term, the motorcycles will be exchanged with new Harley Davidson FLHTP Electra Glide motorcycles and all police equipment excluding radio and radar will be transferred to the new motorcycles as part of this agreement. Vendor will be responsible for coordinating with Communications International to get the radio and radar installed initially and when they are transferred and calibrated at the expense of the Lessee. **Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.**

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-29 POLICE MOTORCYCLE LEASE"** in the subject line. Last day for questions will be **August 15, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity

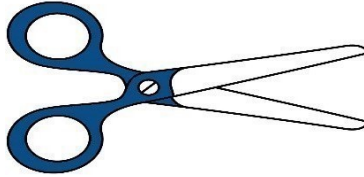
in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Michael Hall, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-29 POLICE MOTORCYCLE LEASE**

Michael Hall – Buyer

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #19-29

BID TITLE: POLICE MOTORCYCLE LEASE

DUE DATE/TIME: August 22, 2019 at 1:30 P.M.

SUBMITTED BY: (Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: Michael Hall
Buyer
City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS.....	7
SECTION 3 – SCOPE OF WORK AND REQUIREMENTS.....	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS	14
SECTION 5 – GENERAL TERMS AND CONDITIONS	17
SECTION 6 – SPECIAL CONDITIONS.....	43
SECTION 7 – REQUIRED FORMS.....	44
FORM 7.1 – BID SUBMITTAL CHECKLIST	44
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	45
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	46
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	47
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	48
FORM 7.6 – ANTI-COLLUSION FORM	49
FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS	50
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	51
FORM 7.9 – LISTING OF SUBCONTRACTORS.....	53
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	54
BID COST/FEE PROPOSAL.....	55

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of contracting for **POLICE MOTORCYCLE LEASE**.

The city wishes to establish a lease exchange program for Harley-Davidson Police Motorcycles. Lease will be for seven (7) Harley Davidson FLHTP Electra Glide motorcycles with the standard police package (items listed in scope of work) supplied and installed. Additional specialty lighting and equipment will be supplied by the City (listed in scope of work) and installed by the Vendor. The total lease term shall be six (6) years (72 months). Every two (2) years (24 months) during the lease term, the motorcycles will be exchanged with new Harley Davidson FLHTP Electra Glide motorcycles and all police equipment excluding radio and radar will be transferred to the new motorcycles as part of this agreement. Vendor will be responsible for coordinating with Communications International to get the radio and radar transferred and calibrated at the expense of the Lessee.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution August 8, 2019
Deadline for Questions:.. August 15, 2019 by 5:00P.M.
Final Addendum Posting: August 16, 2019 by 5:00P.M.
Bids Due:..... August 22, 2019 by 1:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Michael Hall Buyer
City Clerk Office
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will not be a Non- Mandatory Pre-Bid and Site Visit Conference for this project

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #19-29 POLICE MOTORCYCLE LEASE” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL 32129
mhall@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid

confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

The city wishes to establish a lease exchange program for Harley-Davidson Police Motorcycles. Lease will be for seven (7) Harley Davidson FLHTP Electra Glide motorcycles with the standard police package (items listed below) supplied and installed. Additional specialty lighting and equipment will be supplied by the City (listed below) and installed by the Vendor. The total lease term shall be six (6) years (72 months). Every two (2) years (24 months) during the lease term, the motorcycles will be exchanged with new Harley Davidson FLHTP Electra Glide motorcycles and all police equipment excluding radio and radar will be transferred to the new motorcycles as part of this agreement. Vendor will be responsible for coordinating with Communications International to get the radio and radar transferred and calibrated at the expense of the Lessee.

Supply seven (7) 2020 Harley-Davidson FLHTP Electra Glide Law Enforcement Motorcycles with Standard Police Package. All motorcycles and equipment shall be new and unused.

Standard Police Package (lighting and equipment) to be supplied and installed by the contractor on each motorcycle includes:

- One (1) Harley Davidson black box
- One (1) Adaptor plate
- One (1) Auxiliary battery
- Three (3) Red/Blue split LED lights
- Three (3) chrome flanges for lights
- One (1) Three outlet power supply mounted in black box
- Two (2) Small blue oval rear running lights
- One (1) Wiring kit
- One (1) Siren amplifier
- One (1) Siren speaker
- One (1) Microphone
- Two (2) Saddlebag rails
- One (1) Cooling fan kit with switch and harness for black box

Additional Specialty lighting and equipment supplied by the City and installed by the contractor on each motorcycle includes:

- Two (2) Whelen LINV2R red lights
- Two (2) Whelen LINV2B blue lights
- Two (2) Whelen RBKTHD8 Deg Fork Mount
- Six (6) Whelen TLIR Red ION T-Series Linear Surface mount lights
- Seven (7) Whelen TLIB Blue ION T-Series Linear Surface mount lights
- Thirteen (13) Whelen Chrome ION Flanges
- Two (2) Whelen T-ION Side Saddlebag Mounting Kit
- One (1) Whelen M2 Red wide angle LED warning light
- One (1) Whelen M2 Blue wide angle LED warning light
- Two (2) Whelen M2 Series chrome flanges
- One (1) Whelen M2 License plate bracket
- Two (2) Whelen T-ION rear saddlebag mounting kit
- Two (2) FDFP11JR Combination interleaved white driving lights
- Two (2) Whelen P32HD1 Anti-rotation rings
- One (1) Whelen ION-T Windshield Electra Glide 14-18 Array

Motorcycle Lease: Lessor shall enter into a six (6) year {seventy two (72) month} Lease Agreement with the City of Port Orange (Lessee) for seven (7) new Harley-Davidson FLHTP Electra Glide Law Enforcement Motorcycles with Standard Police Package and city supplied accessories as listed above. Every two (2) years (24 months) during the lease term, the motorcycles shall be exchanged with new Harley Davidson FLHTP Electra Glide motorcycles and all police equipment excluding radio and radar will be transferred to the new motorcycles as part of this agreement. Vendor will be responsible for coordinating with Communications International to get the radio and radar transferred and calibrated at the expense of the Lessee. All motorcycles and equipment are subject to inspection and acceptance by the City.

Lessor shall provide to the Purchasing Division and the City's Fleet Manager a complete list of the motorcycles being provided prior to the delivery of new motorcycles and any exchange of equipment. The list shall describe each motorcycle by year, make, model, and serial (VIN) number, actual odometer reading, and scheduled time/date of exchange delivery.

Police Equipment Transfer: Contractor shall provide full service for the removal and transfer of all Police Emergency and Safety Equipment, Components, and Accessories to the new lease motorcycles every two (2) years (24 months) as per the terms of the lease. Contractor shall remove City owned equipment from the motorcycles and return equipment to the City upon expiration of the Lease.

Local Service Facility: Due to down time for round-trip transportation and performance of required maintenance and repair, the successful Lessor must have full service facilities physically located within sixty (60) miles from the City of Port Orange City Limits. All Lessor provided services shall be conducted on-site at the Lessor's facility, unless otherwise mutually agreed to between Lessor and the City.

Motorcycle Operator Familiarization: Contractor shall provide "hands on" basic instructions to the Port Orange Police Department Motorcycle Training Instructors regarding the general mechanical operation and preventative maintenance service required by the manufacturer. This will provide the basic mechanical operational knowledge for training new officers that enter the motorcycle section of the Police Traffic Division anytime during the lease term. The Port Orange Police Department shall have sole responsibility for training its motorcycle officers regarding general operational requirements and driving operation of the motorcycles.

Motorcycle Service: All warranty related issues will be the responsibility of the Lessor and will be performed at the Lessor's facilities. Lessee shall be responsible for performing and/or scheduling all maintenance and repairs not covered under the "Factory Warranty". If work is performed by the Lessee, it is the Lessee's responsibility to perform any and all maintenance and repairs in accordance to the "Recommended Maintenance Schedule and Parts" approved by the OEM, Original Equipment Manufacturer Harley Davidson to maintain the "Factory Warranty". It is also the responsibility of the Lessee to keep the motorcycles in good working order and condition.

The City reserves the right to conduct maintenance as recommended by the manufacturer. The City's performance of maintenance as recommended for the motorcycles, shall not void or limit the manufacturer warranty.

If requested and scheduled, the City, at its own time and expense, shall drive or otherwise transport the leased motorcycles to the Lessor's facility for any service during the term of this agreement.

Insurance: The City shall provide and maintain Liability, Collision and Comprehensive Insurance on each leased vehicle.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified,

- and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Managers should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

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

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. GOVERNING LAW

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

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

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

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

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

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

48. INDEPENDENT CONTRACTOR

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the

performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. LOCAL PREFERENCE

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided bylaw.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, §8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required

on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the

Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the

contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1,5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

DELIVERY:

F.O.B. Destination

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

EQUIPMENT:

All motorcycles and equipment shall be new and the manufacturer's standard model of the latest design in current production. The equipment shall comply with the specifications set forth herein and shall include all standard features and comply with all performance specifications as advertised or otherwise represented by the Contractor and Manufacturer.

PAYMENTS:

The City shall pay for all motorcycles leased for the contract term following delivery and acceptance by the City and upon presentation of proper itemized invoice.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESSNAME: _____

CONTACTPERSON/TITLE: _____

MAILINGADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State ofFlorida FEIN (*Federal Employer Identification Number*): _____BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other(Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

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

Bid Cost/Fee Proposal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-29

POLICE MOTORCYCLE LEASE

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED NAME:

AUTHORIZED SIGNATURE:

LEASE PROPOSAL PRICING

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE / YEAR	EXTENDED AMOUNT
1	Lease 2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$0.00	\$0.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$0.00	\$0.00
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$0.00	\$0.00
4	Time of Completion: Removal and reinstall shall be complete within _____ hours after receipt of current motor cycles for exchange from the City				
5	Delivery: _____ days after issuance of Purchase Order				
6	Will you accept payment with a P-Card?				
				TOTAL BASE BID	\$0.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1

August 13, 2019

ITB #19-29 Police Motorcycle Lease

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated **August 8, 2019** and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1) Line #1 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Lease 2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles:*

Vendor is to identify UNIT PRICE/YEAR for SEVEN (7) Motorcycles (price/cost per year, per motorcycle), as stated.

2) Line #2 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Initial installation of standard police package and City supplied equipment at the beginning of the term:*

Vendor is to identify ONE (1) TIME COST for SEVEN (7) Motorcycles to install equipment at beginning of the Lease.

3) Line #3 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease:* **Vendor is to identify price/cost to remove and replace equipment for EACH MOTORCYCLE (7) EVERY TWO (2) YEARS, as required.**

4) Error on Form 7.1 Bid Submittal Checklist, Page 44 of 56. Form 7.9 and 7.10 is mislabeled.

Form 7.9 should read "LISTING OF SUBCONTRACTORS" and 7.10 should read "LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY"

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: Is the Lessor responsible for the tag and title fees?

Answer: On Page 43 of 56, Section 6, under Licenses and Permits: "Contractor is responsible for all applicable local and state licenses, permits and fees."

Question 2: Are moto lights to be included to this bid? If so, will the City of Port Orange supply them to the vendor for install?

Answer: On Page 12 of 56, Section 3, under Scope of Work, Specifications and Requirements, there is a list of all lighting and equipment supplied by the City to be installed.

Question 3: Is the color requested Solid Birch White?

Answer: Yes.

Michael Hall
Buyer

In all other respects, except as specifically stated herein, the subject ITB #19-29 remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 2

August 16, 2019

ITB #19-29 Police Motorcycle Lease

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated **August 8, 2019** and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1) Line #1 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Lease 2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles:*

Vendor is to identify UNIT PRICE/YEAR for SEVEN (7) Motorcycles (price/cost per year, per motorcycle), as stated.

2) Line #2 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Initial installation of standard police package and City supplied equipment at the beginning of the term:*

Vendor is to identify ONE (1) TIME COST for SEVEN (7) Motorcycles to install equipment at beginning of the Lease.

3) Line #3 on "ATTACHMENT 1" SCHEDULE OF UNIT PRICING: *Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease:* **Vendor is to identify price/cost to remove and replace equipment for EACH MOTORCYCLE (7) EVERY TWO (2) YEARS, as required.**

4) Error on Form 7.1 Bid Submittal Checklist, Page 44 of 56. Form 7.9 and 7.10 is mislabeled.

Form 7.9 should read "LISTING OF SUBCONTRACTORS" and 7.10 should read "LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY"

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: Is the Lessor responsible for the tag and title fees?

Answer: On Page 43 of 56, Section 6, under Licenses and Permits: "Contractor is responsible for all applicable local and state licenses, permits and fees."

Question 2: Are moto lights to be included to this bid? If so, will the City of Port Orange supply them to the vendor for install?

Answer: On Page 12 of 56, Section 3, under Scope of Work, Specifications and Requirements, there is a list of all lighting and equipment supplied by the City to be installed.

Question 3: Is the color requested Solid Birch White?

Answer: Yes.

Question 4: Is the City of Port Orange going to finance with Harley-Davidson Financial?

Answer: No, the City of Port Orange will be financing the lease.

Question 5: Does the City of Port Orange only want the price for the bikes?

Answer: No; the price for the bikes, installation of equipment and removal and replacement of equipment, as specified in the Scope of Work, every two (2) years.

Michael Hall
Buyer

In all other respects, except as specifically stated herein, the subject ITB #19-29 remains unchanged.

END OF ADDENDUM NO. #2

OPENING DATE/TIME: 8/22/2019 @ 1:30pm

Bid Tabulation
ITB #19-29
Police Motorcycle Lease

				Contractor		Contractor		Contractor		Contractor	
ITEM #	DESCRIPTION	Quantity	Unit	UNIT PRICE / YEAR	EXTENDED AMOUNT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A	GENERAL BASE BID										
1	2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Number of hours to complete removal & reinstall after receipt of current motorcycles for exchange from the City of Port Orange			HOURS:		HOURS:		HOURS:		HOURS:	
5	Number of calendar days for delivery upon receipt of PO			DAYS:		DAYS:		DAYS:		DAYS:	
6	Will you accept payment with a P-Card?			YES/NO		YES/NO		YES/NO		YES/NO	
	TOTAL GENERAL BASE BID:				\$0.00		\$0.00		\$0.00		\$0.00
	Required Forms Submitted:										
	Bid Bond Submitted:										
	Responsive & Responsible Bidder:										

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS

OPENING DATE/TIME: 8/22/2019 @ 1:30pm											
Bid Tabulation											
ITB #19-29											
Police Motorcycle Lease											
Total Cost for Full Lease Term:									\$327,460.00		
				Contractor		Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
				Bruce Rossmeyer Daytona		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
ITEM #	DESCRIPTION	Quantity	Unit	UNIT PRICE / YEAR	EXTENDED AMOUNT	\$79,660.00	\$41,160.00	\$62,160.00	\$41,160.00	\$62,160.00	\$41,160.00
A	GENERAL BASE BID										
1	2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$5,880.00	\$41,160.00	\$41,160.00	\$41,160.00	\$41,160.00	\$41,160.00	\$41,160.00	\$41,160.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$5,500.00	\$38,500.00	\$38,500.00					
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$3,000.00	\$21,000.00			\$21,000.00		\$21,000.00	
4	Number of hours to complete removal & reinstall after receipt of current motorcycles for exchange from the City of Port Orange			HOURS:	48-72 hours						
5	Number of calendar days for delivery upon receipt of PO			DAYS:	60-90 days						
6	Will you accept payment with a P-Card?			YES/NO	NO						
	TOTAL GENERAL BASE BID:				\$100,660.00						
	Required Forms Submitted:	YES									
	Bid Bond Submitted:	N/A									
	Responsive & Responsible Bidder:	YES									

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS

OPENING DATE/TIME: 8/22/2019 @ 1:30pm											
Bid Tabulation											
ITB #19-29											
Police Motorcycle Lease											
Total Cost for Full Lease Term:									\$169,823.64		
				Contractor		Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
				Gator Harley Davidson		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
ITEM #	DESCRIPTION	Quantity	Unit	UNIT PRICE / YEAR	EXTENDED AMOUNT	\$51,929.64	\$21,000.00	\$27,447.00	\$21,000.00	\$27,447.00	\$21,000.00
A	GENERAL BASE BID										
1	2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$3,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$4,418.52	\$30,929.64	\$30,929.64					
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$921.00	\$6,447.00			\$6,447.00		\$6,447.00	
4	Number of hours to complete removal & reinstall after receipt of current motorcycles for exchange from the City of Port Orange			HOURS:	40 Hours						
5	Number of calendar days for delivery upon receipt of PO			DAYS:	TBD						
6	Will you accept payment with a P-Card?			YES/NO	YES						
	TOTAL GENERAL BASE BID:				\$58,376.64						
	Required Forms Submitted:	YES									
	Bid Bond Submitted:	N/A									
	Responsive & Responsible Bidder:	YES									

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS

OPENING DATE/TIME: 8/22/2019 @ 1:30pm											
Bid Tabulation											
ITB #19-29											
Police Motorcycle Lease											
Total Cost for Full Lease Term:									\$289,343.88		
				Contractor		Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
				Adamec Harley Davidson		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
ITEM #	DESCRIPTION	Quantity	Unit	UNIT PRICE / YEAR	EXTENDED AMOUNT	\$82,689.53	\$34,666.87	\$51,326.87	\$34,666.87	\$51,326.87	\$34,666.87
A	GENERAL BASE BID										
1	2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$4,952.41	\$34,666.87	\$34,666.87	\$34,666.87	\$34,666.87	\$34,666.87	\$34,666.87	\$34,666.87
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$6,860.38	\$48,022.66	\$48,022.66					
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$2,380.00	\$16,660.00			\$16,660.00		\$16,660.00	
4	Number of hours to complete removal & reinstall after receipt of current motorcycles for exchange from the City of Port Orange			HOURS:	120 Hours						
5	Number of calendar days for delivery upon receipt of PO			DAYS:	90 Days						
6	Will you accept payment with a P-Card?			YES/NO	NO						
	TOTAL GENERAL BASE BID:				\$99,349.53						
	Required Forms Submitted:	YES									
	Bid Bond Submitted:	N/A									
	Responsive & Responsible Bidder:	NO									



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

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

From: Jeff Fontane, Fleet Manager

DATE: August 27, 2019

SUBJECT: Award ITB #19-29 Police Motorcycle Lease – Gator Harley Davidson

REQUEST:

The Public Works & Utilities Department requests City Council award ITB 19-29 Police Motorcycle Lease to lowest responsive bidder, Gator Harley Davidson, Leesburg, FL in the amount of \$169,823.64 for the full six-year lease period.

PURPOSE:

The purpose of this request is to lease, rather than purchase, police motorcycles in order to reduce repair and maintenance costs associated with City ownership.

CONSIDERATION:

Historically, the City purchased motorcycles for the police department motor division. The motorcycles were typically kept for a period of five (5) years before being removed from service and sold at auction. Once the motorcycles were out of warranty (2 years) the City bore all maintenance and repair costs associated with the aging bikes.

ITB #19-29 was advertised for a six-year (6) lease of seven (7) police issued Harley Davidson FLHTP Electra Glide motorcycles for the police department. On August 22, 2019, the City received three bids for ITB #19-29, Police Motorcycle Lease. Two bids were deemed responsive and the third bid was deemed non-responsive.

Gator Harley Davidson of Leesburg was the lowest with a total cost for full 6-year lease term of \$169,823.64. Bruce Rossmeyer's Harley Davidson of Daytona was second lowest with a full lease term price of \$327,460.00.

After careful review of the bids, staff recommends award to the lowest responsive bidder, Gator Harley Davidson. The term of the lease will be six (6) years. Every two (2) years, the motorcycles will be exchanged with new Harley Davidson motorcycles. The City will

supply the specialty lighting and equipment for the vendor to install on the motorcycles and when the motorcycles are exchanged (every 2 years), the vendor is responsible for transferring the police equipment and specialty lighting to the new motorcycles (except for the radio and radar). The radio and radar equipment will be initially installed, and transferred, by Communications International, at City's cost (vendor is responsible for coordinating the work).

The five of the current motorcycles were scheduled for replacement in the Fleet Replacement fund in FY20 at a cost of \$120,000 (\$168,000 for seven). By leasing the motorcycles, the bikes will always be covered under the two (2) year warranty and then exchanged for new ones. The City will only bear repair costs for items excluded from the warranty, which will be minimal. Preventative maintenance, and any minor wear & tear issues outside of warranty coverage, will be addressed by in-house HD certified mechanics.

FUNDING:

Fleet Replacement Fund: 505-1000-519-6400

RECOMMENDATION:

The Department of Public Works & Utilities recommends City Council award ITB 19-29 Police Motorcycle Lease to lowest responsive bidder, Gator Harley Davidson, Leesburg, FL in the amount of \$169,823.64 for the full six-year lease period.

ANTICIPATED SCHEDULE:

Council Meeting for Award – 9/17/19

Executed Lease – 10/1/19

ATTACHMENTS:

a.) All bid documents and submittals for ITB 19-20



NOTICE OF INTENT TO AWARD

ITB #19-29 Police Motorcycle Lease

August 29, 2019

On August 22, 2019 Purchasing received Three (3) bids for ITB 19-29 Police Motorcycle Lease.

After review of the bids submitted, City staff has made its recommendation to award Gator Harley Davidson of Leesburg, FL for the following six (6) year lease period.

- **Seven (7) 2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles for the unit price per year for \$3,000.00.**
- **Initial installation of standard police package and City supplied equipment at the beginning of the term for \$4,418.52 per motorcycle.**
- **Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease for \$921.00 per motorcycle.**

Recommendation to award will be presented for City Council approval on September 17, 2019.

**Michael Hall
Purchasing Buyer**

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY:

Gator Harley Davidson

Name of Business

[Signature]
Authorized Signature

8/15/19
Date

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-29

POLICE MOTORCYCLE LEASE

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS: GATOR HARLEY DAVIDSON
CONTACT PERSON: JOHN P. MALIK JR.
EMAIL ADDRESS: GATORBIKES@AOL.COM
AUTHORIZED NAME: JOHN MALIK - DEALER PRINCIPAL
AUTHORIZED SIGNATURE:

LEASE PROPOSAL PRICING

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE / YEAR	EXTENDED AMOUNT
1	Lease 2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA	\$3,000.00	\$21,000.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA	\$4,418.52	\$30,929.64
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA	\$921.00	\$6,447.00
4	Time of Completion: Removal and reinstall shall be complete within _____ hours after receipt of current motor cycles for exchange from the City	40			
5	Delivery: _____ days after issuance of Purchase Order	TBD			
6	Will you accept payment with a P-Card?	YES			

TOTAL BASE BID \$58,376.64

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Gator Harley Davidson
NAME OF BUSINESS

1745 US Hwy 441
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Leesburg, FL 34748
CITY, STATE & ZIP CODE

John P. Malik Jr. Dealer Principal
NAME, TITLE, TYPED

352/787-8050 PH / 352/787-1803 FAX
TELEPHONE NUMBER / FAX NUMBER

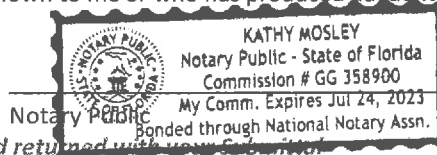
59-2436286
FEDERAL IDENTIFICATION #

gatorbikes@aol.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Lake

The foregoing instrument was acknowledged before me this day of 15th, 2019 by John P. Malik Jr., who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Gator Harley Davidson
Name of Business

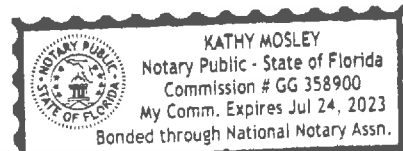
By: [Signature]
Printed Name: John P. Malik
Title: Owner

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2019 by
John P. Malik Jr. as Owner of
(NAME) (TITLE)
Gator Harley Davidson and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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



Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

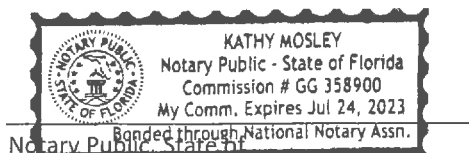
STATE OF Florida
COUNTY OF Wake

Gator Harley Davidson
Name of Business
BY: [Signature]
Printed Name: _____
Title: _____

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2019, by
John P. Malik Jr., as Owner of
(NAME) (TITLE)
Gator Harley Davidson and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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



This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

Before me, the undersigned Authority, personally appeared affiant John P. Malik Jr. who, being by me first duly sworn, made the following statement:

1. The business address of Gator Harley Davidson (name of Offeror or business) is 1745 US Hwy 941, Leesburg Fl. 34748.
2. My relationship to Gator Harley Davidson (name of Offeror or business) is President/Owner (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after August 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to August 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Gator Harley Davidson
Name of Business

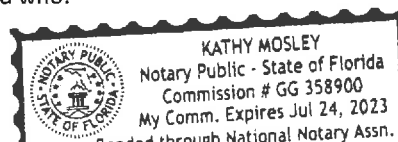
By: [Signature]
Printed Name: John P. Malik Jr.
Title: Owner

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2019 by John P. Malik Jr. as Owner/President of Gator Harley Davidson and who:

(Notary: Please select one)

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



Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM:

Gator Harley Davidson

SIGNED BY:

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

PRINTED SIGNATURE:

John P. Malik Jr.

TITLE:

Owner/President

ADDRESS:

1745 US Hwy 441 Leesburg

CITY:

FL.

ZIP CODE:

34748

TELEPHONE:

352/787-8050

FAX:

Fax 352/787-1803

COMPLETION TIME:

8/16/19 @ 5:00 pm.

F.E.I.N. NUMBER:

59-2436286

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON):

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Gator Harley Davidson
Name of Business

By: [Signature]
Printed Name: John P. Malik Jr.
Title: Owner/President

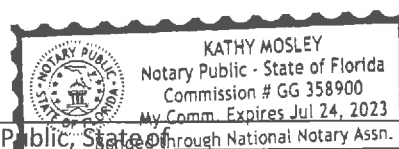
STATE OF Florida
COUNTY OF hake

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2019, by John P. Malik Jr., as Owner/President of Gator Harley Davidson and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Lake County Sheriff's Office
Contact Person: Randy Hon
City, State: Tavares, FL 32778
Telephone Number: 352-343-9570
Email Address: Randy.Hon@lcs0.org
Description of goods or
Services provided: Lease & Purchase Motorcycles
Contract Amount: As high as 45,000.00
Start/End Date of Contract: 2005 to current
2. Company Name: South Daytona Police Dept.
Contact Person: Steve Spignataro
City, State: Daytona Beach, FL
Telephone Number: 386-322-3030
Email Address: spignataro@southdaytona.org
Description of goods or
Services provided: Lease motorcycles
Contract Amount: 7,000.00
Start/End Date of Contract: 2015 to current
3. Company Name: Hernando County Sheriff's Office
Contact Person: Bill Hillman
City, State: Brooksville, FL 34603
Telephone Number: 352-754-6830
Email Address: BHillman@hernandosheriff.org
Description of goods or
Services provided: Motorcycle Leases
Contract Amount: 24,000
Start/End Date of Contract: 2013 - Current

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESSNAME: Gator Harley Davidson

CONTACTPERSON/TITLE: John P. Malik Jr.

MAILINGADDRESS: 1745 US Hwy 441 Leesburg, FL 34748

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or

☒ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange

☐ Volusia County

☒ The State of Florida

Florida FEIN (Federal Employer Identification Number): 59-2436286

BUSINESS STRUCTURE:

☒ Corporation

☐ LLC

☐ Partnership

☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 352-787-8050 FAX: 352-787-1863

EMAIL: gatorbikes@aol.com (and) kathy.masley@gatorharley.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT: John P. Malik Jr. DATE: _____

PRINTED NAME OF AFFIANT / TITLE: Owner / President

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



**THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT
BUSINESS AS INDICATED BY THE LICENSE TYPE.**

LICENSE TYPE: Motor Vehicle Retail Installment Seller

LICENSE NAME: GATOR NORTH INC

DBA NAME: DBA GATOR HARLEY DAVIDSON

**ORIGINAL DATE OF
LICENSE:** 03/13/2009

LICENSE NUMBER: MV9904667

**LICENSE
EXPIRATION DATE:** 12/31/2020

LICENSE MAIN ADDRESS:

STREET: 1745 US HWY 441

CITY: LEESBURG

STATE: FL

ZIP CODE: 34748

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gator North Inc.

2 If the name is disregarded entity name, it different from above
Gator Harley Davidson

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1145 US Hwy 441

6 City, state, and ZIP code
Leesburg, FL 34748

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - ____

OR
Employer identification number
59-2436286

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check 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 2.

Sign Here _____ Signature of U.S. person _____ Date **8/13/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9, such as legislation enacted after we release it is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY
SAFETY and MOTOR VEHICLES
2900 APALACHEE PARKWAY
ROOM A312, Mailstop #65
TALLAHASSEE, FLORIDA 32399-0500



SURETY BOND
MOTOR VEHICLE DEALER

CLIENT COPY

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER: 95806827

That we Gator North Inc. DBA Gator Harley Davidson

The Guarantee Company of North America USA as principal and a surety company qualified to do business in the State of Florida, as surety are held and firmly bound unto the duly appointed and qualified Director of the Division of Motorist Services of the State of Florida, and the successors in office of said Director, in the penal sum of 25,000.00 Dollars, for the payment whereof well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns, firmly these presents:

Signed and Sealed this 1 day of December, 2017.

The condition of the above obligation is such that:

WHEREAS, the above named principal has made to the obligee hereunder application for a license, under Section 320.27, Florida Statutes, to engage in the business of buying, selling or dealing in motor vehicles or offering or displaying motor vehicles for sale, as defined by the said law, and

WHEREAS, the above named principal is required as a condition precedent to his appointment as such dealer to deliver annually to the obligee hereto a good and sufficient surety bond for the license period conditioned that said principal shall comply with the conditions of any written contract made by such dealer in connection with the sale or exchange of any motor vehicles and shall not violate any of the provisions of Chapter 319 and 320, Florida Statutes, in the conduct of the business for which he is licensed, and

WHEREAS, such bond shall be in favor of any person in a retail or wholesale transaction who shall suffer any loss as a result of any violation of the conditions hereinabove contained.

NOW, THEREFORE, if the above named principal shall fully comply with the conditions of any written contract made by him as such dealer in connection with the sale or exchange of any motor vehicles, and shall pay or cause to be paid to any person in a retail or wholesale transaction any loss or damages which such person shall sustain as a result of any failure to comply with the conditions of any written contract made by such dealer in connection with the sale or exchange of any motor vehicle or as a result of any violation of the provisions of Chapter 319 or 320, Florida Statutes, in the conduct of the business of which he is licensed, then this obligation shall be void, otherwise to remain in full force and effect.

This bond becomes effective as of 01/01/18, in support of a license issued for the term ending 12/31/19, and may be continued by certificate each year in support of any license issued for any subsequent year.

Provided, however, that the aggregate liability of the surety hereunder shall in no event, in any one (1) year, exceed the sum of the bond.

Provided, further, the surety shall have the right to terminate its liability hereunder by serving written notice of its election so to do, by United States registered mail, upon the obligee, and thereupon the surety shall be discharged from any liability hereunder for any default of the principal, after the expiration of thirty (30) days from and after service of such notice.

Gator North Inc. DBA

Gator Harley Davidson

NAME OF BUSINESS

SIGNATURE OF PRINCIPAL

The Guarantee Company of North America USA

NAME OF SURETY BOND COMPANY

One Towne Square, Suite 1470

ADDRESS OF SURETY BOND COMPANY

Southfield MI 48076

CITY/STATE/ZIP CODE

(248) 281-0281

TELEPHONE NUMBER

Danielle-Tauriello-Chapman

SIGNATURE OF SURETY AGENT

4100 Metric Drive

ADDRESS OF SURETY AGENT

Winter Park FL 32792

CITY/STATE/ZIP CODE

(800) 451-4854

TELEPHONE NUMBER

Danielle Tauriello-Chapman, Attorney-in-Fact

TYPED NAME OF SURETY AGENT

Surety Email: danielle@ashtonagency.com



LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

GATOR NORTH INC
1745 US HIGHWAY 441
LEESBURG, FL 34748-1467

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

EFFECTIVE DATE

12/28/2017

LICENSE NUMBER

VF/1001084/1

PRIMARY LOT

EXPIRATION DATE

12/31/2019

THIS CERTIFIES, THAT

GATOR NORTH INC
GATOR HARLEY DAVIDSON

AT 1745 US HWY 441
LEESBURG, FL 34748

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

352/787-8050



2019 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/18

This Certificate Expires on December 31, 2019

Business Name and Location Address

Certificate Number

GATOR NORTH INC
GATOR HARLEY-DAVIDSON INC
1745 US HIGHWAY 441
LEESBURG, FL 34748-1467

45-8012143928-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- 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.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, Android devices, and Windows phones.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7b) Award of ITB #19-25 Cured In Place Pipe for Stormwater Pipe Rehabilitation to LMR Construction

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the award of ITB 19-25, Cured In Place Pipe (CIPP) for Stormwater Rehabilitation to the lowest responsive bidder, LMR Construction. Annual spending authority will be limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

SUMMARY: The City has approximately 120 miles of storm pipes and drains, much of which are at the end of their useful life. As part of Phase I of the Stormwater Master Plan completed in April 2019, a repair and replacement program was prepared to categorize and prioritize drainage components requiring maintenance, repair and/or replacement. Cured in place pipe lining (CIPP) is an alternative method of restoring the pipelines without disturbing the roadways and neighborhoods.

Staff advertised and received six (6) responsive bids for ITB#19-25 Cured in Place (CIPP) Stormwater Pipe Rehabilitation. LMR Construction was the lowest responsive bid. The Standard Contract for Services will be issued with an initial term of three (3) years with the option to renew for one (1) year. A separate purchase order will be issued for each repair project. The annual spending authority will be limited to the budgeted amount approve by City Council for the then-current fiscal year.

Project No.: DIP075 Funding Account No.: 412-1800-541-6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	LMR Construction Inc Standard Contract for Services	LMR Construction Inc Standard Contract for Services.pdf
2.	ITB 19 25 Stormwater Pipe Rehabilitation Bid Package from Bid Release	ITB 19 25 Stormwater Pipe Rehabilitation Bid Package from Bid Release.pdf
3.	ITB 19 25 Attachment 1 Unit Price revised 7 19 19 final	ITB 19 25 Attachment 1 Unit Price revised 7 19 19 final.xlsx
4.	Addendum 1 ITB 19-25 Cured in Place	Addendum 1 ITB 19-25 Cured in Place

	Pipe (CIPP) for Stormwater Pipe Rehabilitation Final 07.19.2019	Pipe (CIPP) for Stormwater Pipe Rehabilitation Final 07.19.2019.pdf
5.	ITB 19 25 LMR CONSTRUCTION Bid Submittal	ITB 19 25 LMR CONSTRUCTION Bid Submittal.pdf
6.	ITB 19 25 BID TABULATION	ITB 19 25 BID TABULATION.pdf
7.	ITB 19 25 Intent To Award 9 9 2019	ITB 19 25 Intent To Award 9 9 2019.pdf
8.	Justification Memo LMR Construction award ITB 19 25 Cured In Place Pipe Lining	Justification Memo LMR Construction award ITB 19 25 Cured In Place Pipe Lining.docx

Kynah Cockcroft	Created/Initiated - 8/20/2019
Kynah Cockcroft	Approved - 8/20/2019
Julia Wiggins	Approved - 8/20/2019
Tom DiEulio	Approved - 8/20/2019
Ronny Buttrum	Approved - 8/20/2019
Junos Reed	Approved - 8/21/2019
Lynn Stevens	Approved - 8/28/2019
Scott Neils	Approved - 8/30/2019
Margaret Roberts	Approved - 9/11/2019
Jake Johansson	Approved - 9/12/2019
Robin Fenwick	Final Approval - 9/12/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **LMR CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 997 Dawes Road, Frostproof, Florida 33843. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide professional cured in place pipe rehabilitation services for oval and round stormwater mains, and as more specifically described in Invitation to Bid 19-25 ("ITB 19-25"), Scope of work, Technical Specifications, and Addendum No. 1, which are made a part hereof by reference. Contractor's Schedule of Unit Pricing is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-25, Scope of Work, Technical Specifications and Addendum No. 1 is available in the Office of the City Clerk.

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

Initial Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of Three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for a one-year period, subject to review and approval of the City Manager.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit prices, as set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Public Works and Utility Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

28. Notice. For purposes of this Contract, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: LMR Construction, Inc.
Attention: Luis Montanez, President
997 Dawes Road
Frostproof, Florida 33843
(863) 635-4651 – Telephone
lmr_montanez@hotmail.com

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

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

LMR CONSTRUCTION, INC.

By: _____

Luis Montanez, President

Printed Name: _____

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 FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Luis Montanez, as President of LMR Construction, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

EXHIBIT “1”

Contractor's Schedule of unit Pricing

Consisting of 1 Page

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM Revised 07.19.2019					
CITY OF PORT ORANGE					
ITB # 19-25					
CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website:					
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:		LMR Construction, Inc.			
CONTACT PERSON:		Luis Montanez			
EMAIL ADDRESS:		luis_montanez@lmcra.com			
AUTHORIZED NAME:		Luis Montanez			
AUTHORIZED SIGNATURE:					
CIPP REHABILITATION - STORM SEWER MAINS					
PROPOSAL PRICING					
Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
GENERAL					
G-1.1	Mobilization/Demobilization	20	Setup	\$1,500.00	\$30,000.00
G-1.2	Maintenance of Traffic	20	Setup	\$1,000.00	\$20,000.00
G-1.3	Dryness Pumping	5	Setup	\$1,500.00	\$7,500.00
				TOTAL GENERAL BASE BID	\$77,500.00
STORM DRAINAGE					
S-1.1	Light Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$4.50	\$31,500.00
S-1.2	Medium Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$8.50	\$59,500.00
S-1.3	Heavy Cleaning and Video Inspection - 24" Dia. and less or Equivalent	3700	LF	\$10.00	\$37,000.00
S-1.4	Light Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$5.50	\$19,250.00
S-1.5	Medium Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$3.00	\$10,500.00
S-1.6	Heavy Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	700	LF	\$12.00	\$8,400.00
S-1.7	Light Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$8.50	\$5,100.00
S-1.8	Medium Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$12.00	\$7,200.00
S-1.9	Heavy Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	100	LF	\$20.00	\$2,000.00
S-1.10	CIPP Liner 12" Dia. Or Equivalent - 6.0 mm Thickness	1,200	LF	\$36.00	\$43,200.00
S-1.11	CIPP Liner 12" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 6.0 mm	500	LF	\$3.00	\$1,500.00
S-1.12	CIPP Liner 15" Dia. Or Equivalent - 7.5 mm Thickness	2,500	LF	\$30.00	\$75,000.00
S-1.13	CIPP Liner 15" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 7.5 mm	600	LF	\$2.50	\$1,500.00
S-1.14	CIPP Liner 18" Dia. Or Equivalent - 9.0 mm Thickness	7,000	LF	\$20.00	\$140,000.00
S-1.15	CIPP Liner 18" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	1,000	LF	\$2.75	\$2,750.00
S-1.16	CIPP Liner 24" Dia. Or Equivalent - 10.5 mm Thickness	7,000	LF	\$25.00	\$175,000.00
S-1.17	CIPP Liner 24" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	1,000	LF	\$3.75	\$3,750.00
S-1.18	CIPP Liner 30" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$35.00	\$105,000.00
S-1.19	CIPP Liner 30" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	750	LF	\$4.50	\$3,375.00
S-1.20	CIPP Liner 36" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$120.00	\$360,000.00
S-1.21	CIPP Liner 36" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	750	LF	\$6.00	\$4,500.00
S-1.22	CIPP Liner 42" Dia. Or Equivalent - 13.5 mm Thickness	700	LF	\$18.00	\$12,600.00
S-1.23	CIPP Liner 42" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 13.5 mm	250	LF	\$7.00	\$1,750.00
S-1.24	CIPP Liner 48" Dia. Or Equivalent - 15.0 mm Thickness	1,000	LF	\$165.00	\$165,000.00
S-1.25	CIPP Liner 48" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	250	LF	\$8.50	\$2,125.00
S-1.26	CIPP Liner 54" Dia. Or Equivalent - 18.0 mm Thickness	600	LF	\$225.00	\$135,000.00
S-1.27	CIPP Liner 54" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	100	LF	\$12.00	\$1,200.00
S-1.28	CIPP Liner 60" Dia. Or Equivalent - 21.0 mm Thickness	500	LF	\$270.00	\$135,000.00
S-1.29	CIPP Liner 60" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	100	LF	\$15.00	\$1,500.00
S-1.30	CIPP Liner 72" Dia. Or Equivalent - 24.0 mm Thickness	200	LF	\$355.00	\$71,000.00
S-1.31	CIPP Liner 72" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 24.0 mm	50	LF	\$25.00	\$1,250.00
				TOTAL STORM DRAINAGE BASE BID	\$2,602,875.00
Shell warrant all materials, labor and workmanship for the minimum period of			1	Years	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: LMR Construction, Inc.
Principal Business Address: 997 Dawes Road
Frostproof, Florida 33843
Contact Person: Luis Montanez, President
Phone Number: (863) 635-4651

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$ _____ **City Project Number: ITB 19-25 Cured in Place Stormwater Pipe Rehabilitation**

Description of Work: Cured in Place Stormwater Pipe Rehabilitation

Project Location: Various locations in and around Port Orange, Volusia County, Florida

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

Front Page

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

LMR Construction, Inc.

ITB 19-25 Cured in Place Stormwater Pipe Rehabilitation

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **LMR Construction, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ AND /100 DOLLARS (\$,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

LMR CONSTRUCTION, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Luis Montanez, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXHIBIT “3”

Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____, 2019
Between the City of Port Orange, Florida and LMR Construction, 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 **LMR CONSTRUCTION, INC.**, a Florida corporation with its principal place of business at 997 Dawes Road, Frostproof, Florida 33843 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this Task Authorization No. ____ and can be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within _____ of the date of written notice by the City to the Contractor.
5. 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 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.
6. 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. ____.
7. 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:

LMR CONSTRUCTION, INC.

Printed Name: _____

By: _____
Luis Montanez, 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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
H.H. Johansson, City Manager

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CURED IN PLACE PIPE (CIPP)

for

STORMWATER PIPE REHABILITATION

ITB #19-25



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent
Release Date: June 27, 2019

Bid Due Date and Time: August 1, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-25

CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-25 CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 1, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and site visit for the project at **10:00 P.M.** (local time) on **July 11, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

There will be a Pre-Construction meeting scheduled after the award of contract. The location will be at City Hall location, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129 and the time and date TBD.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of occurring services for the professional cured in place pipe rehabilitation services for oval and round stormwater mains on a continuing annual contract basis. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.*

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #19-25 CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION"** in the subject line. Last day for questions will be **July 18, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

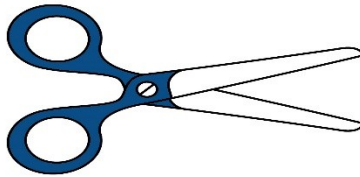
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-25 CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **June 27, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #19-25
BID TITLE:	<u>CURED IN PLACE PIPE (CIPP)</u> for <u>STORMWATER PIPE REHABILITATION</u>
DUE DATE/TIME:	<u>August 1, 2019 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK AND PROJECT CONTRACT	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	32
SECTION 5 – GENERAL TERMS AND CONDITIONS	37
SECTION 6 – SPECIAL CONDITIONS.....	63
SECTION 7 – REQUIRED FORMS.....	64
FORM 7.1 – BID SUBMITTAL CHECKLIST	64
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	65
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	66
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT.....	67
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	68
FORM 7.6 – ANTI-COLLUSION FORM.....	69
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	70
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	71
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	73
FORM 7.10 – LISTING OF SUBCONTRACTORS.....	74
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	75
FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL	77
ATTACHMENT 1 – BID PROPOSAL.....	78
BID BOND.....	79
PERFORMANCE & PAYMENT BOND.....	81
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	84

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for *occurring services for the professional cured in place pipe rehabilitation services for oval and round stormwater mains on a continuing annual contract basis* the provision of Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation. **Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein..**

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:June 27, 2019
Non-Mandatory Pre-Bid ConferenceJuly 11, 2019 at 10:00 P.M.
Deadline for Questions:July 18, 2019 by 5:00 P.M.
Final Addendum Posting:July 25, 2019 by 5:00 P.M.
Bids Due: August 1, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference and site visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #19-25 CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.

- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK and TECHNICAL SPECIFICATIONS

SCOPE OF WORK and TECHNICAL SPECIFICATIONS

The Contractor shall include the cost(s) for permits and fees in his proposal.

The Contractor shall include the cost(s) for a 100% performance and payment bond.

All technical specifications are also attached as separate documents.

See link:

<https://portorange.sharepoint.com/:f/g/pch/Eld-thVvi7ZJh8WwBbpaKG4B8XqOLZDudG41zfucYZTNqQ?e=V4yd4I>

SCOPE OF WORK CURED-IN-PLACE PIPE (CIPP) FOR STORMWATER PIPE REHABILITATION

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of three (3) years with an option to extend the agreement for one (1) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed four (4) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with latest versions of American Society for Testing and Materials (ASTM) standard ASTM D5813, ASTM F1216 or ASTM F1743, including appendices. And all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main cleaning
- Stormwater main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction

- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

- A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.
- B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and pay all appropriate fees prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

V. Contractor Responsibilities

- A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment
- B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.
- C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and

diameters and incorporate those findings in their initial cost and work proposal.

- D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.
- E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services.
- F. Cleaning of Stormwater Mains: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.
- G. Bypassing Stormwater: The CONTRACTOR shall provide for the flow of stormwater around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.
- H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspections are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

- I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.
- J. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public, and the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater systems.
- K. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.
- L. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.
- M. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VI. Scope of Work General Stormwater Main Lining

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater main Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains and manholes as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

- 1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been

engaged in cleaning operations of similar size and complexity to the work described herein.

2. Submittals:

- a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater mains and structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.
- b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products:

The CONTRACTOR shall utilize cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own 1200-gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm systems. Storm cleaning balls or other such equipment which cannot be collapsed instantly

to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

4. Water Metering Requirements: The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

C. Execution:

1. General: These specifications provide a basis by which a stormwater main can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater using high velocity, hydraulically propelled or mechanically powered cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main. The CONTRACTOR will take all precautions to protect the stormwater main from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main.

E. Mechanical Cleaning Methodology:

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used.

H. Material Removal and Cleanup:

1. Material Removal: The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

I. Degree of Cleaning:

The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system being cleaned to the extent that closed-circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater mains. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

1. Light Cleaning: The removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

2. Medium Cleaning: The removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

3. Heavy Cleaning: The removal of greater than $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe.

J. Dewatering:

When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included in the unit prices for cleaning as an incidental cost.

K. Manhole Clean-up:

Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities

having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

L. Restoration:

The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. Additional Cleaning:

The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. Pre- and Post-Work Inspections:

The CONTRACTOR will video tape the stormwater main under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY. The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor-quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. Maintenance of Traffic (MOT):

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work. CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY. The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates:

CONTRACTOR is responsible for all utility locates.

Q. Work Integration:

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

R. Work Product Submittals:

1. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each project. The video shall be of high visual quality with complete and clear annotation on screen to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

S. Site Restoration:

1. The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

T. Ordering and Payment:

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

U. Mobilization

Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

[Remainder of this page left intentionally blank]

TECHNICAL SPECIFICATIONS

CURED-IN-PLACE PIPE (CIPP) FOR STORMWATER PIPE REHABILITATION

PART 1 - PRODUCTS

1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline/conduit by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the water or air used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished cured-in-place pipe (CIPP) shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to stormwater.

1.2 QUALIFICATIONS

Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. In order for the CIPP and Installation Contractors to be deemed commercially acceptable and approved for this project they must meet the following criteria:

A. CIPP

1. The CIPP product must have been installed in a minimum of 1,000,000 linear feet or 1,000 manhole-to-manhole line sections of successful stormwater collection system installations in the U.S. and must be documented to the satisfaction of the Owner.
2. The CIPP shall comply with the latest versions of ASTM D5813, ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered Commercially Proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Bidder's bid and required for approval.
5. Third-party test results supporting the structural properties and long-term performance of the CIPP shall be submitted for approval, and such data

shall be satisfactory to the Owner. No CIPP will be approved without independent third-party testing verification.

B. Installation Contractor

1. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 1,000,000 lineal feet of the same CIPP being represented by the bidder. In addition, the Installation Contractor shall have had at least 5 years active experience in the installation of the proposed CIPP.
2. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.

1.3 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.
- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A

percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	4,500 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	250,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	125,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E. above (or greater values if substantiated by third-party testing) and in accordance with the design equations in the Appendix X1 of ASTM F1216.

1.4 MATERIALS

A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the CIPP tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections.

3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the CIPP tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The CIPP tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. Resin Components

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E., and those properties which are to be utilized in the design of the lining system for this project.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

[Remainder of this page left intentionally blank]

PART 2 – EXECUTION

2.1 GENERAL

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the CIPP tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Engineer to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

2.2 NOTIFICATION AND PREPARATION

- A. The Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.
- B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP.
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of any obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the pipe. The Owner, with input from the Installation Contractor, shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

2.3 BYPASS PUMPING

- A. The Installation Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or

adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.

- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

2.4 TELEVISION INSPECTION

- A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.
- B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post videos.
- C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.
- D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

2.5 INSTALLATION

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the CIPP tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the CIPP tube, or for the curing of the CIPP.

- C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

2.6 CURING

- A. After the CIPP tube installation is completed the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature continues.

2.7 COOL DOWN

Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

2.8 FINISH

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous and free of any leakage from the surrounding ground to the inside of the CIPP.
- B. Where the CIPP is installed through an intermediate manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the CIPP continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids, or reduce hydraulic flow capabilities of

the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation video or sewer walk.
- B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.
- C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of stormwater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of liner installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E. of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within 7 days of receipt of such results.
- C. Wall thickness of samples shall be determined in a manner consistent with 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested. E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent

because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

PART 3 – PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for per each setup.
- B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.
- C. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- D. Bypass pumping shall be paid for per each setup and shall include all incidentals required for the bypass efforts.
- E. Traffic control shall be paid for per each setup and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1) **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2) **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3) **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4) **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5) **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6) **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7) **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8) **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9) **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10) **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11) **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12) **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13) **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14) **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15) **CHANGE ORDERS**

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

16) **CHANGE ORDER REQUEST NOTIFICATION**

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

17) **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18) **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19) **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20) **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21) **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22) **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23) **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24) **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25) **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26) **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27) **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28) **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29) **DEBARMENT HISTORY**

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

30) **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31) **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32) **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33) **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34) **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35) **EVALUATION**

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

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

36) **EXCEPTIONS TO SPECIFICATIONS**

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

37) **E-VERIFY**

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

38) **FACILITIES**

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

39) **FAILURE TO RESPOND**

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

40) **FINANCIAL STABILITY**

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

41) **FORCE MAJEURE**

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

42) **GOVERNING FORMS**

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

43) **GOVERNING LAW**

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

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

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

44) **GRANT FUNDING**

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

45) **HIPAA COMPLIANCE**

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

46) **IDENTICAL TIE BIDS**

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

47) **INDEMNIFICATION/HOLD HARMLESS**

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

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

48) **INDEPENDENT CONTRACTOR**

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

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

49) **INSPECTIONS AND TESTING**

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

50) **INSURANCE**

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

51) **INSURANCE CANCELLATION**

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

52) **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	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.

53) **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54) **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55) **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56) **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57) **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58) **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59) **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax

receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60) **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61) **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62) **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63) **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64) **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65) **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66) **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67) **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68) **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69) **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70) **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71) **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72) **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73) **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74) **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75) **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76) **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77) **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78) **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79) **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80) **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81) **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82) **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these

records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83) **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84) **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85) **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86) **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87) **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88) **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89) **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90) **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91) **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92) **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93) **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94) **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95) **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96) **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97) **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98) **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99) **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

100) **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101) **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102) **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103) **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104) **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105) **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106) **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107) **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108) **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109) **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110) **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111) **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM and DURATION

The term of the initial contract will be for three (3) year from date of Notice to Proceed. Contract will be renewable for up to one (1) one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

No subcontractor is allowed with written approval from the City of Port Orange.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of contract. The contract prices may be changed after the initial contract for the following reasons:

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

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ **Bid Bond**
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

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

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

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM					
CITY OF PORT ORANGE					
ITB # 19-25					
CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website:					
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
PROPOSED PRICING					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization/Demobilization	20	Setup	\$0.00	\$0.00
2	Maintenance of Traffic	20	Setup	\$0.00	\$0.00
3	Bypass Pumping	5	Setup	\$0.00	\$0.00
TOTAL GENERAL BASE BID					\$0.00
STORM DRAINAGE					
1	Light Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$0.00	\$0.00
2	Medium Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$0.00	\$0.00
3	Heavy Cleaning and Video Inspection - 24" Dia. and less or Equivalent	3700	LF	\$0.00	\$0.00
4	Light Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$0.00	\$0.00
5	Medium Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$0.00	\$0.00
6	Heavy Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	700	LF	\$0.00	\$0.00
7	Light Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$0.00	\$0.00
8	Medium Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$0.00	\$0.00
9	Heavy Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	100	LF	\$0.00	\$0.00
10	CIPP Liner 12" Dia. Or Equivalent - 6.0 mm Thickness	1,200	LF	\$0.00	\$0.00
11	CIPP Liner 15" Dia. Or Equivalent - 7.5 mm Thickness	2,500	LF	\$0.00	\$0.00
12	CIPP Liner 18" Dia. Or Equivalent - 9.0 mm Thickness	7,000	LF	\$0.00	\$0.00
13	CIPP Liner 24" Dia. Or Equivalent - 10.5 mm Thickness	7,000	LF	\$0.00	\$0.00
14	CIPP Liner 30" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$0.00	\$0.00
15	CIPP Liner 36" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$0.00	\$0.00
16	CIPP Liner 42" Dia. Or Equivalent - 13.5 mm Thickness	700	LF	\$0.00	\$0.00
17	CIPP Liner 48" Dia. Or Equivalent - 15.0 mm Thickness	1,000	LF	\$0.00	\$0.00
18	CIPP Liner 54" Dia. Or Equivalent - 18.0 mm Thickness	600	LF	\$0.00	\$0.00
19	CIPP Liner 60" Dia. Or Equivalent - 21.0 mm Thickness	500	LF	\$0.00	\$0.00
20	CIPP Liner 72" Dia. Or Equivalent - 24.0 mm Thickness	200	LF	\$0.00	\$0.00
TOTAL STORM DRAINAGE BASE BID					\$0.00
TOTAL GENERAL & STORM DRAINAGE BASE BIDS					\$0.00
Shall warrant all materials, labor and workmanship for the minimum period of				Years	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

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

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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

1. **Provision of Services**

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

(i) _____

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

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

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

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM Revised 07.19.2019					
CITY OF PORT ORANGE					
ITB # 19-25					
CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website:					
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
CIPP REHABILITATION - STORM SEWER MAINS					
PROPOSAL PRICING					
Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
GENERAL					
G-1.1	Mobilization/Demobilization	20	Setup	\$0.00	\$0.00
G-1.2	Maintenance of Traffic	20	Setup	\$0.00	\$0.00
G-1.3	Bypass Pumping	5	Setup	\$0.00	\$0.00
TOTAL GENERAL BASE BID					\$0.00
STORM DRAINAGE					
S-1.1	Light Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$0.00	\$0.00
S-1.2	Medium Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$0.00	\$0.00
S-1.3	Heavy Cleaning and Video Inspection - 24" Dia. and less or Equivalent	3700	LF	\$0.00	\$0.00
S-1.4	Light Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$0.00	\$0.00
S-1.5	Medium Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$0.00	\$0.00
S-1.6	Heavy Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	700	LF	\$0.00	\$0.00
S-1.7	Light Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$0.00	\$0.00
S-1.8	Medium Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$0.00	\$0.00
S-1.9	Heavy Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	100	LF	\$0.00	\$0.00
S-1.10	CIPP Liner 12" Dia. Or Equivalent - 6.0 mm Thickness	1,200	LF	\$0.00	\$0.00
S-1.11	CIPP Liner 12" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 6.0 mm	500	LF	\$0.00	\$0.00
S-1.12	CIPP Liner 15" Dia. Or Equivalent - 7.5 mm Thickness	2,500	LF	\$0.00	\$0.00
S-1.13	CIPP Liner 15" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 7.5 mm	500	LF	\$0.00	\$0.00
S-1.14	CIPP Liner 18" Dia. Or Equivalent - 9.0 mm Thickness	7,000	LF	\$0.00	\$0.00
S-1.15	CIPP Liner 18" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 9.0 mm	1,000	LF	\$0.00	\$0.00
S-1.16	CIPP Liner 24" Dia. Or Equivalent - 10.5 mm Thickness	7,000	LF	\$0.00	\$0.00
S-1.17	CIPP Liner 24" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 10.5 mm	1,000	LF	\$0.00	\$0.00
S-1.18	CIPP Liner 30" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$0.00	\$0.00
S-1.19	CIPP Liner 30" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 12.0 mm	750		\$0.00	\$0.00
S-1.20	CIPP Liner 36" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$0.00	\$0.00
S-1.21	CIPP Liner 36" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 12.0 mm	750		\$0.00	\$0.00
S-1.22	CIPP Liner 42" Dia. Or Equivalent - 13.5 mm Thickness	700	LF	\$0.00	\$0.00
S-1.23	CIPP Liner 42" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 13.5 mm	250		\$0.00	\$0.00
S-1.24	CIPP Liner 48" Dia. Or Equivalent - 15.0 mm Thickness	1,000	LF	\$0.00	\$0.00
S-1.25	CIPP Liner 48" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 15.0 mm	250		\$0.00	\$0.00
S-1.26	CIPP Liner 54" Dia. Or Equivalent - 18.0 mm Thickness	600	LF	\$0.00	\$0.00
S-1.27	CIPP Liner 54" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 18.0 mm	100		\$0.00	\$0.00
S-1.28	CIPP Liner 60" Dia. Or Equivalent - 21.0 mm Thickness	500	LF	\$0.00	\$0.00
S-1.29	CIPP Liner 60" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 21.0 mm	100		\$0.00	\$0.00
S-1.30	CIPP Liner 72" Dia. Or Equivalent - 24.0 mm Thickness	200	LF	\$0.00	\$0.00
S-1.31	CIPP Liner 72" Dia. Or Equivalent - Charge for each 1.5mm thickness increases per LF exceeding 24.0 mm	50		\$0.00	\$0.00
TOTAL STORM DRAINAGE BASE BID					\$0.00
Shall warrant all materials, labor and workmanship for the minimum period of			_____	Years	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

July 19, 2019

purchdiv@port-orange.org

ITB 19-25 Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 27, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1. Bid opening 8/1/2019
2. Pricing sheet revised 7/19/2019

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1. What is the engineer's budget estimate?

Answer: The annual estimated expenditure is \$200,000, however there is no gaurentee that the estimated amount will be spent each year.

Question 2. Is each section of pipe lined considered a set-up? And the associated MOT with it?

Answer: The City Project Manager will meet with the contractor prior to a work release to go over the sections to be video inspected, cleaned, and lined. During that meeting the required Maintenance of Traffic (MOT) will be reviewed. The contractor will prepare a cost estimate for the work based on the contract pricing and provide to the City Project Manager for review and approval.

For bidding purposes, the Contractor should assume that one (1) Mobilization/Demobilization setup will be included with each work release. The City will assign multiple sections of pipe to be lined in a geographical area of the City with each work release. The Maintenance of Traffic (MOT) will be based on the area, which could contain multiple sections of pipe. A typical MOT will include closing a single lane of traffic in the work

area during work hours and maintaining any necessary MOT during not working hours for a minimum of one week. If the MOT is more complicated or needs to be maintained for longer than a week for an area assigned, the city may allow for multiple MOT charges per work release as deemed necessary by the City Project Manager and approved with the cost estimate for that work release.

Question 3. Is it the intent that the quantities for the video inspection and cleaning are the same as the quantities if you add them all up for the lining work. The Specifications imply that that we are going to come in TV the lines and report to the City, and then the City will analyze it and recommend whether or not the pipe is lined or not,

Or

has the City already identified the pipes to be lined, and the contractor will come and TV the section of pipe? Otherwise you are going to clean it and TV it twice?

Answer: The City will assign an area with multiple sections of pipe to be cleaned, video inspected, and lined. If the video inspection shows that a section of pipe either does not need to be lined or is damaged beyond the point of lining the City reserves the right to choose not to line a section of pipe.

Question 4. You specify the thickness of the liner, if it is required for a thicker liner how is the contractor going to be compensated for that?

Answer: See revised bid from for addressing additional liner thickness.

Question 5. Page 12 of ITB identifies 8"-72" the diameter pipes but the bid tab does not identify 8-10 ?

Answer: Refer to the pricing sheet for pipe diameters.

Question 6. Page 29 item 2.8 C, during the warranty period, what is the period, the ITB does not really state what it is, what is the period?

Answer: The warranty period will be one year from the date of acceptance for all labor and materials.

Question 7. Does the City know type of release that will be done or what type of the releases will be like?

Answer: We have annual estimated quantities and we anticipate that each work release will be for multiple sections of pipe. The total amount of pipe lined in a year will depend on the length and size of pipe as compared the amount of money in the budget for lining each year.

Question 8. Is there a budget for the Stormwater?

Answer: Yes we have a budget.

Question 9. My understanding this is over the city not one area?

Answer: Pipe lining will be City wide.

Question 10. How long will it take to get the permits?

Answer: The City cannot speak for how long it will take to get permits from the County or the State if pipe lining is to be done in their rights of way, but the city will provide any required City of Port Orange permit within 5 business days.

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-25 remains unchanged.

END OF ADDENDUM NO. #1

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

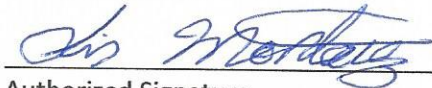
- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive)

version

in PDF format.

BY: LMR Construction, Inc.

Name of Business



Authorized Signature

7.31.2019

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

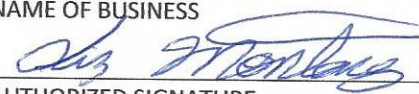
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

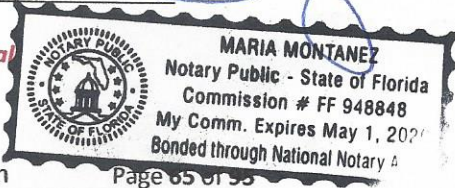
LMR Construction, Inc.	997 Dawes Rd
NAME OF BUSINESS	MAILING ADDRESS
	Frostproof, FL 33843
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
President	863-635-4651/866-225-0138
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
20-8702712	lmr_montanez@hotmail.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>Florida</u> COUNTY OF <u>Polk</u>	

The foregoing instrument was acknowledged before me this day of July 31, 2019 by Luis Montanez, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: May 1, 2020


Notary Public

This document must be completed and returned with your Submittal



ITB #19-25 Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: July 19, 2019 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

LMR Construction, Inc.

Name of Business

By: [Signature]
Printed Name: Luis Montanez

Title: President

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by
Luis Montanez, as President of
LMR Construction, Inc. and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

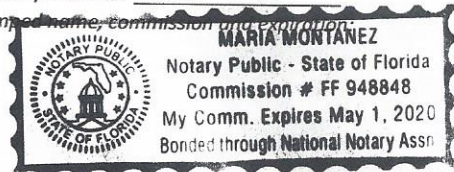
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

LMR Construction, Inc.

Name of Business

By:

Printed Name: Luis Montanez

Title: President

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by
Luis Montanez, as President of

(NAME)
LMR Construction, Inc.

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

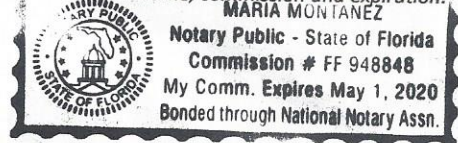
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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

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

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

1. The business address of LMR Construction, Inc. (name of Offeror or business) is 997 Dawes Rd Frostproof, FL 33843.
2. My relationship to LMR Construction, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

LMR Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Luis Montanez

Title: President

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by Luis Montanez, as President of LMR Construction, Inc. and who:

[Notary: Please select one]

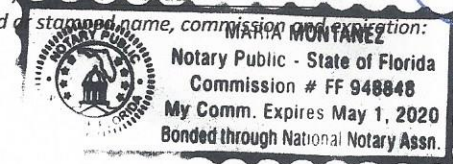
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

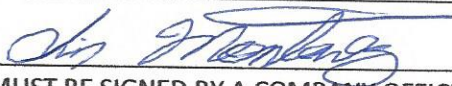
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: LMR Construction, Inc.

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

PRINTED SIGNATURE: Luis Montanez

TITLE: President

ADDRESS: 997 Dawes Rd

CITY: ^{Frostproof} STATE: Florida ZIP CODE: 33843

TELEPHONE: ⁸⁶³⁻⁶³⁵⁻⁴⁶⁵¹ FAX: 866 225-0138

COMPLETION TIME: _____

F.E.I.N. NUMBER: 20-8702712

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>Luis Montanez</u>	<u>President</u>	<u>863-528-6361</u>
<u>Maria Montanez</u>	<u>Vice President</u>	<u>863-635-4651</u>
<u>Luis Angel Montanez</u>	<u>Project Manager</u>	<u>863-241-9026</u>
<u>Monica Montanez</u>	<u>Project Coordinator</u>	<u>863-241-3814</u>


(Authorized Signature)

Luis Montanez
(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
LMR Construction, Inc.
- B. Permanent main office address.
997 Dawes Rd Frostproof, FL 33843
- C. Date organized.
July 31, 2006
- D. If a corporation, where incorporated.
Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
13 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
1. City of Titusville-Rehabilitation of Storm Pipes via CIPP, Anticipated date of Completion 12.16.2019, Amount of Contract \$1,303,519.00
2. Utilities Commission City of New Smyrna Beach-Gravity Sewer Rehab System 10 & 11, Anticipated date of completion 4.19.2020
Amount of contract \$3,072,200.00
3. Superior Asphalt Inc/Desoto Co CR 661 Rd Improvements, Anticipated date of completion 11.30.2019, Amount of contract \$16,636.50
- G. General character of work performed by your company.
Clean Sanitary & Storm Sewer Pipes, Video Inspection Storm & Sanitary Sewer Pipe, Repairs via CIPP lining of Sanitary & Storm Swer Pipe
Point Repairs/External & Internal,
- H. (1) Have you ever failed to complete any work awarded to you? If so, where and why?
No
- H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
NA
- I. Have you ever defaulted on a contract? If so, where and why?
No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
1. OC BOCC-Fiscal & Operational/Sidewalk Repair & Replacement, Contract \$2,779,610 Cost \$2,292,642 Completed 3.5.2019
2. Kimmins/Stormwater WORCS, Contract \$714,446.65 Cost \$368,565 Completed 5.14.2018
3. PGA Village Stormpipe Repairs, Contract \$494,170 Cost \$208,872 Completed 6.14.2019
4. PRS/Winward Isle Sanitary Sewer Rehab, Contract \$381,175 Cost \$272,118 Completed 7.25.2018
5. Insituform/Pinellas Interceptor, Contract \$896,592 Cost \$504,688 Completed 8.20.2018
- K. List your major equipment currently owned or leased.
2015 KW Vactor/Vacuum Combination, 2012 Freightliner Vactor/Vacuum Combination, 2006 Intl. Vactor/Vacuum Con
2016 Plrb Water Heater Pipeliner Truck, 1995 Mack Water Heater Pipeliner Truck, 1998 KW Water Heater Pipeliner Truck, 2019 FRHT Refrigerator Truck, 2004 Intl Refrigerator Truck
2016 Transit TV Van w/Cues Granite Software, 2011 Ford TV Truck w/Cues Granite Software, 2007Intl TV Truck w/Cues Granite Software
- L. Experience in work similar to this type of project.
LMR Construction, Inc 26 yrs experience in combination with Owner of LMR Luis Montanez. Luis Montanez has been installing Cured-in-Place Pipe (CIPP) since May 1993
- M. Background and experience of the principal members of your organization, including the officers.
See Attached
- N. Credit currently available: \$250,000.00
- O. Give bank reference: Bank of America
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

LMR Construction, Inc.

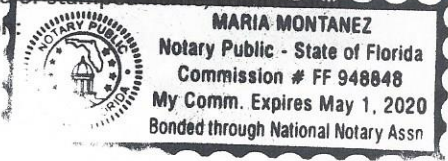
Name of Business

By: [Signature]
Printed Name: Luis Montanez
Title: President

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by
Luis Montanez as President of
LMR Construction, Inc. and who:

[Notary: Please select one]
☒ is personally known to me; or
☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

**Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)**

1. Company Name: City of Titusville
Contact Person: Kevin Cook
City, State: Titusville, FL
Telephone Number: 321-567-3845
Email Address: kevin.cook@titusville.com
Description of goods or
Services provided: Clean, CCTV, installation of CIPP liner
Contract Amount: \$1,303,519
Start/End Date of Contract: Start date: 3.1.2015 End Date: 12.15.2019
2. Company Name: Insituform Technologies, LLC/Pinellas Interceptor
Contact Person: Sandra Bowen
City, State: Tampa, FL
Telephone Number: 813-627-0007
Email Address: sbowen@aegion.com
Description of goods or
Services provided: Clean, CCTV, Bypass, chaincut concrete removal, MH ring & cover replacement, CIPP liner 8", 10", 12", 36"
Contract Amount: \$896,592.00
Start/End Date of Contract: Start Date: 8.06.2017 End Date: 9.19.2018
3. Company Name: PGA Village HOA Inc
Contact Person: Carlos Fumero
City, State: Port St Lucie, FL
Telephone Number: 772-626-3876
Email Address: carlosf@langmanagement.com
Description of goods or
Services provided: Created aerial maps of drainage system, Repaired yard drain by reconstruction lake bank, external point repair, Clean, CCTV, plug & dewater, install CIPP liner 12", 15", 18", 24", 30", chaincutting/root removal
Contract Amount: \$494,170.00
Start/End Date of Contract: Start Dat: 3.20.2018 End Date: 6.14.2019

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1 N/A - Self perform

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB#19-25

BUSINESS NAME: LMR Construction, Inc.

CONTACT PERSON/TITLE: Luis Montanez

MAILING ADDRESS: 997 Dawes Rd

CITY-STATE-ZIP: Frostproof, FL 33843

Length of Time at Address Provided: 13 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number):

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

PHONE NUMBER: 863-635-4651 FAX: 866 225-0138

EMAIL: lmr_montanez@hotmail.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 31 DAY OF July, 20 19

My Commission Expires:

[Signature] 7.31.2019

SIGNATURE OF AFFIANT DATE

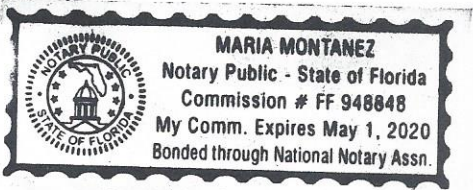
Luis Montanez / President

PRINTED NAME OF AFFIANT / TITLE

LMR Construction, Inc.

COMPANY

NOTARY SEAL



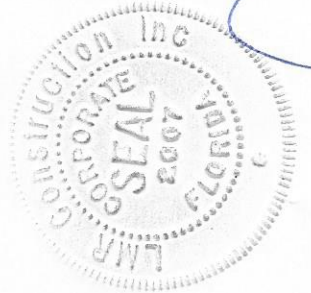
This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Maria Montanez, certify that I am the appointed secretary of the corporation named as Principal in the within Bid Bond; that Luis Montanez, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL



This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM Revised 07.19.2019 CITY OF PORT ORANGE ITB # 19-25 CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.						
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.						
NAME OF BUSINESS:		LMR Construction, Inc.				
CONTACT PERSON:		Luis Montanez				
EMAIL ADDRESS:		lmr_montanez@hotmail.com				
AUTHORIZED NAME:		Luis Montanez				
AUTHORIZED SIGNATURE:						
CIPP REHABILITATION - STORM SEWER MAINS						
PROPOSAL PRICING						
Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	
GENERAL						
G-1.1	Mobilization/Demobilization	20	Setup	\$2,500.00	\$50,000.00	
G-1.2	Maintenance of Traffic	20	Setup	\$1,000.00	\$20,000.00	
G-1.3	Bypass Pumping	5	Setup	\$1,500.00	\$7,500.00	
TOTAL GENERAL BASE BID					\$77,500.00	
STORM DRAINAGE						
S-1.1	Light Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$4.50	\$31,500.00	
S-1.2	Meduim Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$6.50	\$45,500.00	
S-1.3	Heavy Cleaning and Video Inspection - 24" Dia. and less or Equivalent	3700	LF	\$10.00	\$37,000.00	
S-1.4	Light Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$5.50	\$19,250.00	
S-1.5	Meduim Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$9.00	\$31,500.00	
S-1.6	Heavy Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	700	LF	\$12.00	\$8,400.00	
S-1.7	Light Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$8.50	\$5,100.00	
S-1.8	Medium Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$12.50	\$7,500.00	
S-1.9	Heavv Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	100	LF	\$20.00	\$2,000.00	
S-1.10	CIPP Liner 12" Dia. Or Equivalent - 6.0 mm Thickness	1,200	LF	\$36.00	\$43,200.00	
S-1.11	CIPP Liner 12" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 6.0 mm	500	LF	\$2.00	\$1,000.00	
S-1.12	CIPP Liner 15" Dia. Or Equivalent - 7.5 mm Thickness	2,500	LF	\$50.00	\$125,000.00	
S-1.13	CIPP Liner 15" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 7.5 mm	500	LF	\$2.50	\$1,250.00	
S-1.14	CIPP Liner 18" Dia. Or Equivalent - 9.0 mm Thickness	7,000	LF	\$60.00	\$420,000.00	
S-1.15	CIPP Liner 18" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 9.0 mm	1,000	LF	\$2.75	\$2,750.00	
S-1.16	CIPP Liner 24" Dia. Or Equivalent - 10.5 mm Thickness	7,000	LF	\$75.00	\$525,000.00	
S-1.17	CIPP Liner 24" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 10.5 mm	1,000	LF	\$3.75	\$3,750.00	
S-1.18	CIPP Liner 30" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$95.00	\$285,000.00	
S-1.19	CIPP Liner 30" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 12.0 mm	750		\$4.50	\$3,375.00	
S-1.20	CIPP Liner 36" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$130.00	\$390,000.00	
S-1.21	CIPP Liner 36" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 12.0 mm	750		\$6.00	\$4,500.00	
S-1.22	CIPP Liner 42" Dia. Or Equivalent - 13.5 mm Thickness	700	LF	\$138.00	\$96,600.00	
S-1.23	CIPP Liner 42" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 13.5 mm	250		\$7.00	\$1,750.00	
S-1.24	CIPP Liner 48" Dia. Or Equivalent - 15.0 mm Thickness	1,000	LF	\$165.00	\$165,000.00	
S-1.25	CIPP Liner 48" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 15.0 mm	250		\$8.00	\$2,000.00	
S-1.26	CIPP Liner 54" Dia. Or Equivalent - 18.0 mm Thickness	600	LF	\$225.00	\$135,000.00	
S-1.27	CIPP Liner 54" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 18.0 mm	100		\$12.00	\$1,200.00	
S-1.28	CIPP Liner 60" Dia. Or Equivalent - 21.0 mm Thickness	500	LF	\$270.00	\$135,000.00	
S-1.29	CIPP Liner 60" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 21.0 mm	100		\$15.00	\$1,500.00	
S-1.30	CIPP Liner 72" Dia. Or Equivalent - 24.0 mm Thickness	200	LF	\$355.00	\$71,000.00	
S-1.31	CIPP Liner 72" Dia. Or Equivalent - Charge for each 1.5mm thickness increas per LF exceeding 24.0 mm	50		\$25.00	\$1,250.00	
TOTAL STORM DRAINAGE BASE BID					\$2,602,875.00	
Shall warrant all materials, labor and workmanship for the minimum period of			1	Years		
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER						



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MONTANEZ, MARIA ANGELES

LMR CONSTRUCTION, INC.
997 DAWES ROAD
FROSTPROOF FL 33843

LICENSE NUMBER: CUC1224951

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



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

Detail by FEI/EIN Number

Florida Profit Corporation
LMR CONSTRUCTION, INC.

Filing Information

Document Number	P07000035685
FEI/EIN Number	20-8702712
Date Filed	03/20/2007
Effective Date	03/20/2007
State	FL
Status	ACTIVE

Principal Address

997 DAWES RD
FROSTPROOF, FL 33843

Mailing Address

997 DAWES RD
FROSTPROOF, FL 33843

Registered Agent Name & Address

DIAL & ASSOCIATES, INC.
207 AVE K S.E.
WINTER HAVEN, FL 33880

Name Changed: 01/26/2012

Address Changed: 01/19/2016

Officer/Director Detail

Name & Address

Title P/D

MONTANEZ, LUIS
997 DAWES RD
FROSTPROOF, FL 33843

Title VP

MONTANEZ, MARIA A
997 DAWES RD
FROSTPROOF, FL 33843

Annual Reports

Report Year	Filed Date
2017	01/11/2017
2018	02/01/2018
2019	02/15/2019

Document Images

02/15/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/19/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
02/06/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
06/16/2009 -- ANNUAL REPORT	View image in PDF format
04/03/2008 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- Domestic Profit	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that LMR CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on March 20, 2007, effective March 20, 2007.

The document number of this corporation is P07000035685.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 15, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of February,
2019*



Randy Be
Secretary of State

Tracking Number: 1863789861CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that LMR Construction, Inc. as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 997 Dawes Road, Frostproof, FL 33843 Tel.: 863-635-4651 (hereinafter called "PRINCIPAL"), and Old Republic Insurance Company as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P.O. Box 789, Greensburg, PA 15601 Tel.: 262-777-0455 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of FIVE PERCENT OF AMOUNT BID dollars and ()/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 1, 2019, for:

Project Name / Bid No.: ITB #19-25 - Cured in Place Pipe (CIPP) Stormwater Pipe Rehabilitation

Project Address: Various - City of Port Orange, FL

Legal Description: See Attached

Description of Work: CIPP Stormwater Pipe Rehabilitation

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this Instrument under their several seals, this 1st day of August, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL:

Signature
Vice President
Corporate Officer & Title

ATTEST:

Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Signature

ATTEST:

Signature
Tammy R. Pittman, Witness
Corporate Secretary (Affix Corporate Seal)

SURETY: Old Republic Insurance Company

Attorney-in-Fact (signature)
Angelo G. Zervos, Attorney-in-Fact
Name & Title
Angelo G. Zervos
Name of Resident Agent
Southfield, MI 48034
City, State, Zip
248-355-4411
Telephone:
A.M. Best No.: 000733 NAIC No.: 24147

STATE OF Michigan

COUNTY OF Macomb

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

Signature of Affiant

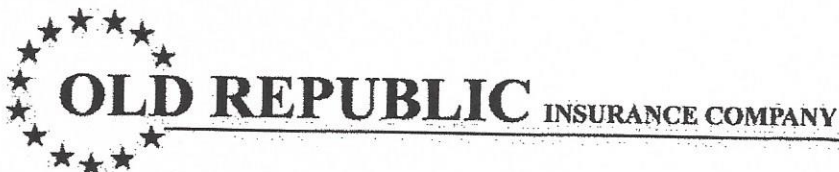
Sworn to / Affirmed and subscribed before me this 1st day of August, 2019, by Angelo G. Zervos who is personally known to me or who produced (personally known) as identification.

COURTNEY TREVOR
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires March 2, 2024
Acting in the County of Oakland

NOTARY PUBLIC - STATE OF Michigan
Type or print name: Courtney Trevor
Commission No.: N/A
Commission Expires: March 2, 2024
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

All Written Instruments in an Amount Not to Exceed an Aggregate of

FIVE MILLION DOLLARS (\$5,000,000)----- For Any Single Obligation, Regardless of the Number of Instruments Issued for the Obligation

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on March 1, 2006. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 1, 2006.

RESOLVED FURTHER that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed ten million dollars (\$10,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed With the seal of the Company.

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of August, 2019.

OLD REPUBLIC INSURANCE COMPANY

Jane E. Cherney
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of August, 2019, personally came before me, Alan Pavlic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield this 1st day of August, 2019.

Phyllis M. Johnson
Assistant Secretary



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: **ITB #19-25 CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION**

OPENING DATE/TIME: **8/1/2019 AT 2:30 P.M.**

		Granite Inliner LLC	Shen-Line LLC	Vortex Services	Hinterland Group
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER		Sanford, FL	Pompano Beach, FL	Tampa, FL	Riviera Beach, FL
	Total General Base Bid:	\$59,250.00	\$4,750.00	\$340,000.00	\$30,000.00
	Total Storm Drainage Base Bid:	\$3,123,925.00	\$2,835,490.00	\$4,380,600.00	\$2,902,400.00
	Total General & Storm Drainage Base Bids:	\$3,183,175.00	\$2,840,240.00	\$4,720,600.00	\$2,932,400.00
	Warranty on All Materials, Labor & Workmanship	___1___ Years	___1___ Years	___1___ Years	___1___ Years
	Opened and tabulated by:	David Van Valkenburgh Purchasing Agent			
	Witnessed by:	Joseph Castro Purchasing Buyer			



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #19-25 CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION

OPENING DATE/TIME: 8/1/2019 AT 2:30 P.M.

		Insituform	LMR Construction	Response 7	Response 8
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER		Chaesterfield, MO	Forstproof, FL	Vendor	Vendor
	Total General Base Bid:	\$111,500.00	\$77,500.00	\$0.00	\$0.00
	Total Storm Drainage Base Bid:	\$3,614,385.00	\$2,602,875.00	\$0.00	\$0.00
	Total General & Storm Drainage Base Bids:	\$3,725,885.00	\$2,680,375.00	\$0.00	\$0.00
	Warranty on All Materials, Labor & Workmanship	___1___ Years	___1___ Years	_____ Years	_____ Years
	Opened and tabulated by:	David Van Valkenburgh Purchasing Agent			
	Witnessed by:	Joseph Castro Purchasing Buyer			



NOTICE OF INTENT TO AWARD

ITB #19-25 Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation August 14, 2019

On August 1, 2019 Purchasing received six (6) bids for 19-25 Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation. Upon review of the submitted bids staff has recommended award of the items listed below to the lowest bidder, LMR Construction of Frostproof FL in accordance with the following unit prices bid to be ordered on an as required and approved budgeted basis.

OPENING DATE/TIME: 8/2/2019 2:30 P.M.					
BID Tabulation FORM					
ITB # 19-25					
CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION Bid Tab					
ITEM #	DESCRIPTION	QTY EACH	UNIT	Unit Price	LMR Construction Extended Price
G-1.1	Mobilization/Demobilization	20	Setup	\$2,500.00	\$50,000.00
G-1.2	Maintenance of Traffic	20	Setup	\$1,000.00	\$20,000.00
G-1.3	Bypass Pumping	5	Setup	\$1,500.00	\$7,500.00
					\$77,500.00
S-1.1	Light Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$4.50	\$31,500.00
S-1.2	Medium Cleaning and Video Inspection - 24" Dia. and less or Equivalent	7000	LF	\$6.50	\$45,500.00
S-1.3	Heavy Cleaning and Video Inspection - 24" Dia. and less or Equivalent	3700	LF	\$10.00	\$37,000.00
S-1.4	Light Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$5.50	\$19,250.00
S-1.5	Medium Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	3500	LF	\$9.00	\$31,500.00
S-1.6	Heavy Cleaning and Video Inspection - 30" to 48" Dia. or Equivalent	700	LF	\$12.00	\$8,400.00
S-1.7	Light Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$8.50	\$5,100.00
S-1.8	Medium Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	600	LF	\$12.50	\$7,500.00
S-1.9	Heavy Cleaning and Video Inspection - 54" to 72" Dia. or Equivalent	100	LF	\$20.00	\$2,000.00
S-1.10	CIPP Liner 12" Dia. Or Equivalent - 6.0 mm Thickness	1,200	LF	\$36.00	\$43,200.00
S-1.11	CIPP Liner 12" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 6.0 mm	500	LF	\$2.00	\$1,000.00
S-1.12	CIPP Liner 15" Dia. Or Equivalent - 7.5 mm Thickness	2,500	LF	\$50.00	\$125,000.00
S-1.13	CIPP Liner 15" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 7.5 mm	500	LF	\$2.50	\$1,250.00
S-1.14	CIPP Liner 18" Dia. Or Equivalent - 9.0 mm Thickness	7,000	LF	\$60.00	\$420,000.00
S-1.15	CIPP Liner 18" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	1,000	LF	\$2.75	\$2,750.00
S-1.16	CIPP Liner 24" Dia. Or Equivalent - 10.5 mm Thickness	7,000	LF	\$75.00	\$525,000.00
S-1.17	CIPP Liner 24" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	1,000	LF	\$3.75	\$3,750.00
S-1.18	CIPP Liner 30" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$95.00	\$285,000.00
S-1.19	CIPP Liner 30" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	750		\$4.50	\$3,375.00
S-1.20	CIPP Liner 36" Dia. Or Equivalent - 12.0 mm Thickness	3,000	LF	\$130.00	\$390,000.00
S-1.21	CIPP Liner 36" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	750		\$6.00	\$4,500.00
S-1.22	CIPP Liner 42" Dia. Or Equivalent - 13.5 mm Thickness	700	LF	\$138.00	\$96,600.00
S-1.23	CIPP Liner 42" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 13.5 mm	250		\$7.00	\$1,750.00
S-1.24	CIPP Liner 48" Dia. Or Equivalent - 15.0 mm Thickness	1,000	LF	\$165.00	\$165,000.00
S-1.25	CIPP Liner 48" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	250		\$8.00	\$2,000.00
S-1.26	CIPP Liner 54" Dia. Or Equivalent - 18.0 mm Thickness	600	LF	\$225.00	\$135,000.00
S-1.27	CIPP Liner 54" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	100		\$12.00	\$1,200.00
S-1.28	CIPP Liner 60" Dia. Or Equivalent - 21.0 mm Thickness	500	LF	\$270.00	\$135,000.00
S-1.29	CIPP Liner 60" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	100		\$15.00	\$1,500.00
S-1.30	CIPP Liner 72" Dia. Or Equivalent - 24.0 mm Thickness	200	LF	\$355.00	\$71,000.00
S-1.31	CIPP Liner 72" Dia. Or Equivalent - Charge for each 1.5mm thickness increase per LF exceeding 24.0 mm	50		\$25.00	\$1,250.00

Recommendation to award will be presented for City Council approval on September 17, 2019.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager

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

FROM: Junos Reed, Public Works & Utilities Engineering & Construction Manager

DATE: August 16, 2019

SUBJECT: LMR Construction – Intent to Award ITB 19-25 Cured in Place Pipe Lining (CIPP) for Stormwater Pipe Rehabilitation

REQUEST:

The Public Works & Utilities Department requests Council to award bid #ITB19-25 Cured in Place Pipe Lining for Stormwater Rehab to LMR Construction ITB 19-25 for an amount not to exceed the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

PURPOSE:

The purpose of this work is to properly repair and maintain the City's stormwater infrastructure in order to extend the full life of capital investments.

CONSIDERATION:

Over time corrugated and concrete storm drains and culverts deteriorate allowing sand and sediment infiltration into the system causing ground settlement which can cause roads to close for costly repairs. The City currently maintains approximately 120 miles of storm drains much of which were constructed in the 1970's & 1980's and are beginning to reach the end of its useful life.

As part of Phase I of the Stormwater Master Plan completed in April of 2019, an inventory and condition assessment of the City maintained drainage infrastructure was completed for two of the five drainage basins within the City. Utilizing the conditions assessment, a repair and replacement program was prepared that categorized and prioritized those components requiring maintenance, repair, and/or replacement. A priority ranking for the repairs was developed using the following criteria from most important to least important. Public Safety, Impediment to Flow, Drainage System Degradation, and Nuisance Items. This contract will address the high priority areas that have been deemed suitable for pipe lining.

The Cured in Place Pipe lining is a low impact and less expensive way to repair pipes before they completely fail. Typically replacing a pipe can be 1.5 to 2 times as expensive as lining them, additionally with pipe lining the impact to the traveling public is greatly reduced because with pipe lining there are no large excavations needed. Pipe lining also takes just a fraction of the time as traditional repair methods.

Cured in Place Pipe Lining is a resin-saturated felt tube made of polyester, fiberglass cloth or any of several other materials suitable for resin impregnation, is inserted or pulled into a damaged pipe. CIPP is considered a trenchless technology which means little to no digging is involved in this trenchless process, making for a more cost-effective and less disruptive method than traditional "dig and replace" pipe repair methods. The liner can be inserted using water or air pressure. Hot water or steam can be used to accelerate the curing rate of the resin. As the resin cures, it forms a tight-fitting, jointless and corrosion-resistant replacement pipe.

On August 1, 2019 the City received 6 sealed bids for Cured in Place pipe lining for Stormwater Pipe Rehabilitation ITB #19-25. The lowest responsive and responsible bidder was LMR Construction, LLC.

The Public Works & Utilities Department is requesting the contract term to be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to one (1) one-year renewal period upon mutual agreement of both parties. Renewal will be approved by the City Manager and the authorized spending authority is limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

FUNDING:

Drainage Repair & Replacement Projects: Project DIP075

412-1800-541-63-97

FY 2019 Current Budget: \$414,803

FY 2020 Requested Budget: \$350,000

RECOMMENDATION:

The Public Works & Utilities Department recommends Council to award Bid #ITB19-25 Cured in Place Pipe Lining for Stormwater Rehab to LMR Construction. The annual spending authority is limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

ANTICIPATED SCHEDULE:

a.) Set for Council Approval – September 17, 2019

b.) Fully executed Contract and bond – September 30, 2019

c.) Executed Purchase Order – October 30, 2019. Begin to complete work identified in the 2019 Stormwater Master Plan Phase I.

ATTACHMENTS:

1. ITB19-25 Bid Tabulation Sheet
2. Bid Submittals
3. Original Bid documents and all addendums
4. Intent to Award Letter



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (B7c) Award of ITB #19-08 for Landscape Maintenance Service of the City Rights of Way to Yellowstone Landscape

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve the award of ITB 19-08, Landscape Maintenance Services for Right-of-Way to lowest responsive bidder Yellowstone Landscape in an annual amount based upon the budgeted appropriation as approved by Port Orange City Council for the then-current fiscal year.

SUMMARY: The City advertised and received two responsive bids for ITB 19-08, Landscape Maintenance Services for Right-of-Ways. Yellowstone Landscape was the lowest responsive bid for a cost of \$393,191.00 followed by VerdeGo LLC with a bid of \$402,030.64.

The scope of services includes mowing, edging, trimming, pruning, pesticide and herbicide applications and mulch applications as required to professionally maintain the City's medians and roadsides at various locations.

The Standard Contract for Services will be effective October 1, 2019 with an initial term of three (3) years with the option to renew for two (2) one-year terms. Annual spending authority will be limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

Project No.: Funding Account No.: 001-4350-541-3420

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Yellowstone Landscaping Inc Standard Contract for Services	Yellowstone Landscaping Inc Standard Contract for Services.pdf
2.	ITB 19 08 Landscape Maintenance of Right of Ways BID PKG	ITB 19 08 Landscape Maintenance of Right of Ways BID PKG.pdf
3.	ITB 19 08 Landscape Maintenance of Right of Ways Excel Bid Form REVISED 7 12 19	ITB 19 08 Landscape Maintenance of Right of Ways Excel Bid Form REVISED 7 12 19.xlsx
4.	ITB 19 08 Landscape Maint ROW ADDENDUM 1 OF 1	ITB 19 08 Landscape Maint ROW ADDENDUM 1 OF 1.pdf
5.	itb 19 08 Landscape Maint ROW	itb 19 08 Landscape Maint ROW

	YELLOWSTONE BID SUBMITTAL	YELLOWSTONE BID SUBMITTAL.pdf
6.	ITB 19 08 Landscape Maint ROW VERDEGO LANDSCAPING BID SUBMITTAL	ITB 19 08 Landscape Maint ROW VERDEGO LANDSCAPING BID SUBMITTAL.pdf
7.	ITB 19 08 Landscape Maintenance ROW BID TABULATION	ITB 19 08 Landscape Maintenance ROW BID TABULATION.pdf
8.	Justification Memo Award ITB 19 08 Landscape Maint ROW yellowstone	Justification Memo Award ITB 19 08 Landscape Maint ROW yellowstone.pdf
9.	ITB 19 08 Intent to Award	ITB 19 08 Intent to Award.pdf

Kynah Cockcroft	Created/Initiated - 8/2/2019
Kynah Cockcroft	Approved - 8/2/2019
Julia Wiggins	Approved - 8/2/2019
Tom DiEulio	Approved - 8/2/2019
Ronny Buttrum	Approved - 8/2/2019
Lynn Stevens	Approved - 8/13/2019
Scott Neils	Approved - 8/15/2019
Margaret Roberts	Approved - 9/11/2019
Jake Johansson	Approved - 9/12/2019
Robin Fenwick	Final Approval - 9/12/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE, INC.** ("Contractor"), a Florida corporation whose principal address is 3235 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform the Total Base Bid with Alternate Class D for Landscape Maintenance Service of City Rights of Way, and as more specifically described in Invitation to Bid 19-08 ("ITB 19-08") and Addendum No. 1 which are made a part hereof by reference. Contractor's Bid Proposal and Scope of Services referenced in ITB 19-08 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-08 and Addendum No. 1 is available in the Office of the City Clerk.

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

Initial Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of Three (3) years (the "Term").

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Public Works and Utility Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

28. Notice. For purposes of this Contract, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Yellowstone Landscape, Inc.
Attention: Timothy Portland, President
P.O. Box 849
Bunnell, Florida 32110
(386) 248-3298 – Telephone
bcritcher@yellowstonelandscape.com

3235 North State Street
Bunnell, Florida 32110

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

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

YELLOWSTONE LANDSCAPE, INC.

By: _____

Timothy Portland, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Timothy Portland, as President of Yellowstone Landscaping, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

EXHIBIT “1”

Contractor's BID Proposal and Scope of Services

Consisting of 10 Pages

28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	1499	1500	1501	1502	1503	1504	1505	1506	1507	1508	1509	1510	1511	1512	1513	1514	1515	15
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	----

SECTION 3 – SCOPE OF WORK AND REQUIREMENTS

City Right of Way Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways as described in Exhibit A.

MAINTENANCE CLASSES: Because each location requires different levels of service, two classifications of service have been developed. Each classification and number of service visits is listed in Exhibit A.

Each class provides a general representation of the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. **Maps showing each area to be serviced are included in Exhibit B.**

Class "C" Maintenance-Number of Site Visits: A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

- Areas 2 feet or more beyond the sidewalk must be maintained unless maintained by property owner.

Class "D" Maintenance – Number of Site Visits: A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Because the grow season can be unpredictable, the City reserves the right to require additional site services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with bid prices listed for each location on the bid tab form.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing. Regardless of its source or the size of litter and debris from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. However, heights shall be as follows:

Heights may vary per location.

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed

growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth.

*Areas where growth in swales that are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.

FERTILIZATION, DISEASE, AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications. Also, the contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice a year in the months of March and October. The City will take periodic samples of the product being applied, to insure the product meets the manufacturer's specifications.

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen

per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.

- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- **SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- **DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved subcontractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

ENCROACHMENT: Contractor will be responsible to maintain the push back of the bushes, weeds, limbs, wood lines, etc. that could be considered "encroachment." Areas considered encroached upon are including, but not limited to, sidewalks, ponds, handrails, and guardrails.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all

newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly.**

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled site visit to include but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch.

Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall always be kept in good repair, appearance, and in a sanitary and clean condition. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710- 020-001-b.

- All Personnel performing duties under this scope must Always wear safety vests.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and

present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MAPS of Locations:

➤ ROW Mow Maps

<https://portorange.sharepoint.com/:f:/g/pch/EmcULbwlp6FErNXviO8maEMBio61FKeeZia6jbyXeTfSRg?e=nYVNsl>

End of Scope of Work

[Remainder of this page left intentionally blank]

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Yellowstone Landscape, Inc.
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Timothy Portland, President
Phone Number: (386) 248-3298

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$393,191.00

**City Project Number: ITB 19-08 Landscape Maintenance
Service of City Rights of Way**

Description of Work: Landscape Maintenance Service of City Rights of Way

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Volusia County, Florida for all public works
identified in ITB 19-08

Front Page

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

Yellowstone Landscaping, Inc.

ITB 19-08 Landscape Maintenance Service of City Rights of Way

Bond No. _____

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

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

BY THIS BOND, We, **Yellowstone Landscape, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED NINETY-ONE AND 00/100 DOLLARS (\$393,191.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

YELLOWSTONE LANDSCAPE, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Timothy Portland, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAY **ITB# 19-08**



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: June 25, 2019

Bid Due Date and Time: July 30,2019 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-08

LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAYS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-08 LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAYS. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on July 30, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid and Site Visit Conference for the project at **10:00 A.M.** (local time) on **July 9, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. Any and all dates and times for site visits will be arranged by the City of Port Orange Public Works Department. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to acquiring the services for the LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAY. Grounds maintenance for Public Facilities, Rights- of -Way, Park Areas, Retention Ponds and Well Fields. Bidders must be a licensed contractor.*

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-08 LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAYS"** in the subject line. Last day for questions will be **July 16, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to

furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

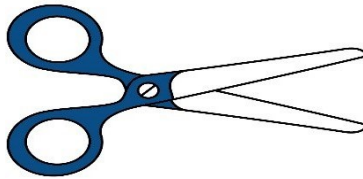
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-08 LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAYS."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **June 25, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #19-08

BID TITLE: LANDSCAPE MAINTENANCE SERVICES OF CITY
RIGHT-OF-WAYS

DUE DATE/TIME: July 30, 2019 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW.....	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK AND REQUIREMENTS	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	20
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	25
SECTION 6 – SPECIAL CONDITIONS	51
SECTION 7 – REQUIRED FORMS	52
FORM 7.1 – BID SUBMITTAL CHECKLIST	52
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM.....	53
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	54
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT.....	55
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A),FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 56	
FORM 7.6 – ANTI-COLLUSION FORM	57
FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS.....	58
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE.....	60
FORM 7.9 – LISTING OF SUBCONTRACTORS	62
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	63
BID COST/FEE PROPOSAL.....	65
BID BOND	66
PERFORMANCE & PAYMENT BOND.....	68
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	70

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors/Contractors) for the provision of contracting for LANDSCAPE MAINTENANCE SERVICES of City Right-of-Ways. Grounds maintenance for Public Facilities, Rights- of -Way, Park Areas, Retention Ponds and Well Fields.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein..

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:June 25, 2019
Non- Mandatory Pre-Bid ConferenceJuly 9, 2019 at 10:00 A.M.
Deadline for Questions: July 16, 2019 by 5:00 P.M.
Final Addendum Posting: July 23, 2019 by 5:00 P.M.
Bids Due:July 30, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non- Mandatory Pre-Bid, Optional Pre-Bid Conference and site visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-08 LANDSCAPE MAINTENANCE SERVICES of City Right-of-Ways" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent Buyer
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK AND REQUIREMENTS

City Right of Way Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways as described in Exhibit A.

MAINTENANCE CLASSES: Because each location requires different levels of service, two classifications of service have been developed. Each classification and number of service visits is listed in Exhibit A.

Each class provides a general representation of the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. **Maps showing each area to be serviced are included in Exhibit B.**

Class "C" Maintenance-*Number of Site Visits:* A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

- Areas 2 feet or more beyond the sidewalk must be maintained unless maintained by property owner.

Class "D" Maintenance – *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Because the grow season can be unpredictable, the City reserves the right to require addition site services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with bid prices listed for each location on the bid tab form.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing. **Regardless of its source or the size of litter and debris** from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of- way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. However, heights shall be as follows:

Heights may vary per location.

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed

growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth.

*Areas where growth in swales that are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.

FERTILIZATION, DISEASE, AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications. Also, the contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice a year in the months of March and October. The City will take periodic samples of the product being applied, to insure the product meets the manufacturer's specifications.

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen

per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.

- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- **SHRUB AND GROUNDCOVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- **DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

ENCROACHMENT: Contractor will be responsible to maintain the push back of the bushes, weeds, limbs, wood lines, etc. that could be considered "encroachment." Areas considered encroached upon are including, but not limited to, sidewalks, ponds, handrails, and guardrails.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all

newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly.**

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled site visit to include but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch.

Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall always be kept in good repair, appearance, and in a sanitary and clean condition. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710- 020-001-b.

- **All Personnel performing duties under this scope must Always wear safety vests.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and

present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MAPS of Locations:

➤ **ROW Mow Maps**

<https://portorange.sharepoint.com/:f:/g/pch/EmcULbwlp6FErNXviO8maEMBio61FKeeZia6jbyXeTfSRg?e=nYVNsI>

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform

the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

- 28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 30. **Negotiator** is a member of the negotiation team.
- 31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
- 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that

is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. BID RETURNS

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. DEBARMENT HISTORY

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

30. DEFAULT PROVISIONS

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

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

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

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

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

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

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

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

48. INDEPENDENT CONTRACTOR

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage _____ \$1,000,000 minimum	

53. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port

Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. LOCAL PREFERENCE

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the

requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State.

Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. SUBCONTRACTING

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

100. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. TERM CONTRACTS

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and

approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be three (3) years with two (2) one (1) year renewal options agreed upon by both parties.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of three (3) year from the date of award. The contract prices may be changed after the third year for the following reasons:

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

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____, and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

See Link:

<https://portorange.sharepoint.com/:f/g/pch/EmcULbwlp6FErNXviO8maEMBio61FKeeZia6jbyXeTfSRg?e=GpkyAJ>



PROPOSED: MONTH OF MAY 2019 - MAY 2020
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

Consistent Treatment of the RFPD is required with the following:
1. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
2. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
3. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.

Check with an authorized City employee for more information regarding the RFPD process.

NAME OF BIDDER:
FIRM NAME:
ADDRESS:
CITY:
STATE:
ZIP:

DATE OF BIDDING:
BIDDING TIME:
BIDDING LOCATION:

PROPOSED: MONTH OF MAY 2019 - MAY 2020
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

Consistent Treatment of the RFPD is required with the following:
1. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
2. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
3. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.

Check with an authorized City employee for more information regarding the RFPD process.

NAME OF BIDDER:
FIRM NAME:
ADDRESS:
CITY:
STATE:
ZIP:

DATE OF BIDDING:
BIDDING TIME:
BIDDING LOCATION:

PROPOSED: MONTH OF MAY 2019 - MAY 2020
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

Consistent Treatment of the RFPD is required with the following:
1. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
2. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.
3. The RFPD is required to be completed by the RFPD and submitted to the City of Port Orange.

Check with an authorized City employee for more information regarding the RFPD process.

NAME OF BIDDER:
FIRM NAME:
ADDRESS:
CITY:
STATE:
ZIP:

DATE OF BIDDING:
BIDDING TIME:
BIDDING LOCATION:

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

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

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

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

1. Provision of Services

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

(i) _____

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

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

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

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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 _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



End of Solicitation Documents

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

NAME OF BUSINESS: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
AUTHORIZED SIGNATURE: _____

RIGHTS OF WAY MAINTENANCE LEVELS

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Class "D" Maintenance

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

July 24, 2019

purchdiv@port-orange.org

ITB 19-08 Landscape Maintenance Services of City Right of Ways

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated **June 25, 2019** and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- Pricing sheet has been revised 07-12-2019 to correct the mowing Class "C" to correct quantities of 33

B. CHANGES TO SPECIFICATIONS:

- Class "A" Maintenance does not apply to this ITB, it has been removed from the scope.
- Class "C" Maintenance total has been revised and corrected to Thirty Three (33) due to the remaining months corrected to ten (10 visits) for nine (9 visits)

C. QUESTIONS AND ANSWERS:

Question 1. Has a budget or a cost estimate been established for this project?

Answer: Yes, a budget has been established.

Question 2. Bid Form Pricing Sheet: Excel spread sheet format for printing does not work correctly. Can the format be corrected?

Answer: We have revised the format to print correctly and the form has been uploaded into DemandStar and the City's website.

Questions 3. Page 12, Class C states 33 times in the scope and the pricing form shows 32 times. Which is correct?

Answer: 33 mows per year is the correct amount. Pricing sheet has been corrected 07-12-2019

Question 4. Page 13, Trash and Debris Cleanup: Scope states the Contractor shall be responsible for removing all litter and debris prior to mowing. Regardless of its source or the size of litter and debris from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This is not in the current scope of work; Is the contractor responsible for any and all trash and debris--including hurricane debris--in the areas that we are maintaining? Is this correct? The contractor should be exempt for storm damage trash and debris. If a hurricane come the contractor is responsible for cleaning up the debris

Answer: Technically, No. The Contractor shall not be responsible for removing all litter and debris that is the result of a hurricane.

Question 5. Page 13, The scope states these areas shall be kept free of ALL debris including crack grass from right of way to right of way. Is this correct?

Answer: YES, the Contractor shall be responsible.

Question 6. Page 14, Scope: Is the Bahia Grass to be fertilized twice per year?

Answer: The excel sheet lists 2 times per year. If the area has Bahia Grass, then it shall receive fertilization 2 times per year.

Question 7. Page 14, String trimming of the grass: there is a line in here that states ponds, lakes, ditches and swales must be string trimmed to the waterline. is that an additional scope item to go down to the bottom of the ditch? The current scope is to the top. Are we required to go to the bottom of the ditch?

Answer: Yes, Areas in swales that are unable to be mowed at time of service because of the water height, shall be string trimmed to the water line.

Question 8. In reference to above, who is going to determine if it is safe or not?

Answer: The contractor, with assistance from the engineering inspector, will determination if it safe.

Question 9. Page 16, It states the Contactor shall remove all existing/old mulch, can you please clarify this?

Answer: YES, that is correct. All old mulch needs to be removed before the new mulch is put in.

Questions 10. In reference to invoicing, the new standard for the City is that you invoice for the work you do, receiving payment for the work performed. It is not an invoice and divided by 12?

Answer: YES, you will get payment for work as it is performed.

Question 11. Mulch removal; there is not a separate line for this in the pricing sheet. Where do we put that cost?

Answer: Include the cost in the removal of mulch with the one line for mulching on the pricing sheet.

Question 12. Page 19, CPI Rate Adjustment is in the ITB but there isn't clarification for it; It is not addressed in the ITB. Can we leave it in there?

Answer: CPI on Page 19 will not apply. Escalation/De-escalation is addressed in Section 6 and will apply to this ITB.

David Van Valkenburgh CFCM C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-08 remains unchanged.

END OF ADDENDUM NO. #1

Landscape Maintenance Services Proposal

Prepared For

**THE CITY OF PORT ORANGE
ITB #19-08, LANDSCAPE MAINTENANCE
SERVICES OF CITY RIGHT-OF-WAY**

July 30, 2019 @ 2:30PM



YELLOWSTONE
LANDSCAPE



386-248-3298 tel
386-437-5143 fax

1077 Derbyshire Rd
Daytona Beach, FL 32117

July 30, 2019

David Van Valkenburgh, Purchasing Agent
City of Port Orange, City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: ITB #19-08, LANDSCAPE MAINTENANCE SERVICES OF CITY RIGHT-OF-WAYS

Dear Mr. Van Valkenburg,

Thank you for the opportunity to extend our partnership with **The City of Port Orange**. Our proposal has been Created to address the specific needs and expectations you have expressed for The City of Port Orange's "Landscaping Maintenance Services of City Right-of-Way". In our proposal, the service levels we have included match the Specifications set forth in ITB #19-08.

As you review our proposal, we wish to highlight that clear communication, proactivity and quality of work are the foundations upon which we've built strong relationships. These traits have allowed us to expand our services to clients throughout Volusia and Flagler county. We remain dedicated to serving all of our clients, from both the public and private sectors, with a commitment to excellence and achieving the best possible appearance for their landscape.

Finally, we certify that the proposal and fee schedule included in this document for **The City of Port Orange** will remain in effect for 90 days after the proposal submission date.

Sincerely,

Barry Critcher
Business Development Manager
bcritcher@yellowstonelandscape.com
386-569-3649

About Yellowstone Landscape



Yellowstone Landscape began in 2008 with the unification of established, independently successful landscape companies across the South.

Since then, we've been linked by a common goal to better serve our clients across the region, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

Yellowstone Landscape has quickly become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 2000 clients from more than twenty branch facilities across six states. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from planning and design, to a mature and thriving landscape in the ground.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.

Quick Facts About Yellowstone Landscape:

- Commercial Services Offered Include: Landscape Design & Installation, Landscape Maintenance, Irrigation System Installation & Maintenance, and Tree Care
- Over 2000 Full-Time Employees & 800 Seasonal and Part-Time Associates
- Established Executive Leadership and Operations Management Teams comprised of some of our industry's most respected men and women
- Safety Program Recognized as Most Proactive in the Landscaping Industry
- More than 1000 Vehicles in Our Service Fleet
- Over 20 Branches Across Six Southern States
- 93% Client Satisfaction Rating in our most recent annual client survey
- Recipient of a National Landscape Award of Excellence 27 times in the past ten years
- More than 1,000,000 trees planted along public roadways through partnerships with local and state agencies across the South

Table of Contents

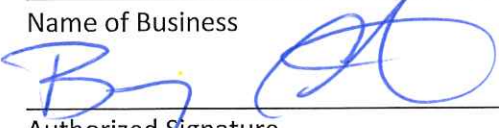


1. Vendor's Acknowledgement
2. Addendum and Change Order Procedure Acknowledgement
3. Drug Free/Tie Preference Statement
4. Public Entity Crimes Statement
5. Affidavit of Anti-Collusion
6. Statement of Vendor's Qualifications
7. Professional References for Previous Experience
8. Local Business Affidavit of Eligibility
9. Listing of Subcontractors
10. Attachment 1 - Bid Proposal
11. Bid Bond
12. Copy of License

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: Yellowstone Landscape
Name of Business

Authorized Signature
July 23, 2019
Date

This document must be completed and returned with your Submittal



Vendor's Acknowledgement

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Yellowstone Landscape

NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

Barry Critcher, Business Development Manager
NAME, TITLE, TYPED

20-2993503
FEDERAL IDENTIFICATION #

1077 Derbyshire Rd.

MAILING ADDRESS

Daytona Beach, FL 32117

CITY, STATE & ZIP CODE

386.248.3298/386.437.5143
TELEPHONE NUMBER / FAX NUMBER

bcritcher@yellowstonelandscape.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of July 29, 2019 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 11/9/19

Dolores M. Mew
Notary Public

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922209
Expires 11/9/2019

Addendum and Change Order Procedure Acknowledgement

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 7.24.19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 27th day of July, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019



Drug Free/Tie Preference Statement

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

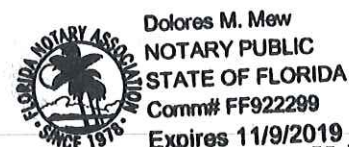
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Dolores M. Mew
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Drug-Free Workplace Statement



Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.



Drug-Free Workplace Statement

In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.

Public Entity Crimes Statement

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

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

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

1. The business address of 1077 Derbyshire Rd, Daytona Beach, FL 32117 (name of Offeror or business) is Yellowstone Landscape.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019



Affidavit of Anti-Collusion

FORM 7.6 – ANTI-COLLUSION FORM

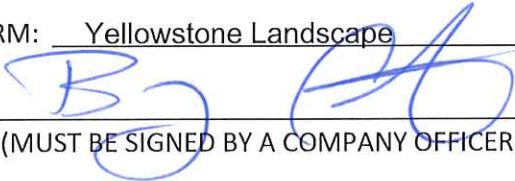
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Yellowstone Landscape

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

PRINTED SIGNATURE: Barry Critcher

TITLE: Business Development Manager

ADDRESS: 1077 Derbyshire Rd., Daytona Beach

CITY: FL STATE: FL ZIP CODE: 32117

TELEPHONE: 386.248.3298/386.437.5143 FAX:

COMPLETION TIME: July 23, 2019

F.E.I.N. NUMBER: 20-2993503

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): N/A

This document must be completed and returned with your Submittal



Statement of Vendor's Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by
Barry Critcher, as Business Development Manager
of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922289
Expires 11/9/2019

This document must be completed and returned with your Submittal

Statement of Qualifications



- A. Yellowstone Landscape
- B. 1077 Derbyshire Road
Daytona Beach, FL 32117
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South and Southwest United States.
- H. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.
- L. Please see "Similar Contracts Presently on Hand" in following pages.

Statement of Qualifications



- M. Please see "Principal Officers" in following pages.
- N. \$20,000,000
- O. Antares Capital, L.P.
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
The City of Port Orange	Streetscapes, Rights of Way	Volusia	>\$500,000
The City of Daytona Beach	Streetscapes, Rights of Way	Volusia	>\$100,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>200
Heavy Duty Pickup Trucks	>75
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>125
Motorized Work Carts	>30
Heavy Construction Equipment (Various Caterpillar)	>20

Listing of Major Equipment



Below is a detail asset listing of active fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Asset Number	Short Description	Acquisition Date
000036	Mower, Jacobsen	Nov 1, 2003
000045	Loader, CAT Forks	Feb 1, 2004
000066	Blower, Debris, 23HP	Mar 1, 2005
000067	Blower, Debris, 23HP	Mar 1, 2005
000073	Mower, Jacobsen Greens King	Jun 1, 2005
000074	Mower, Triplex Vanguard, 7'	Jul 1, 2005
000076	Mower, Rotary	Jul 1, 2005
000077	Mowers, Exmark	Jul 1, 2005
000079	Mowers	Aug 1, 2005
000080	Mower, Exmark Lazer, 60"	Sep 1, 2005
000081	Mower, ExMark Walk-behind	Sep 1, 2005
000082	Mower, Turf Tracer, 60 "	Sep 1, 2005
000084	Mower, Walking Greens	Nov 1, 2005
000085	Top Dresser	Nov 1, 2005
000089	Mower, ExMark Lazer Z	Jan 1, 2006
000093	Mower, ExMark, 60"	May 1, 2006
000094	Mower, ExMark, 60"	May 1, 2006
000095	Mower, ExMark, 60"	Jun 1, 2006
000097	Traller, 2005 Performance Galv	Jul 1, 2006
000098	Blower, Buffalo Turbine	Aug 1, 2006
000101	Mower, Bush Hog	Sep 1, 2006
000103	Workman 2110, Toro	Nov 1, 2006
000104	Traller, Wylie Water 2006	Apr 1, 2007
000105	Mower, Toro Reelmaster 3100-D	May 1, 2007
000106	Mower, Toro Reelmaster 3000	May 1, 2007
000107	Mower, Toro Reelmaster 3000	May 1, 2007
000108	Mower, Jacobsen Tri-King 1800	Jun 1, 2007
000130	Root Rake	Apr 1, 2003
000131	Rake Attachment, CAT, 84"	Jun 1, 2003
000136	Boom Arm, CAT	May 1, 2004
000142	Compactor, CAT	Jul 1, 2004
000148	Compactor, Dynapac LF3820	Dec 1, 2004
000149	Wheel Loader Attach,CAT 902 QA	May 1, 2005
000150	Traller, Anderson 7x20, 2005	May 1, 2005
000153	Forks, CAT 262B7 #7026	Nov 1, 2005
000155	Mini Excavator, CAT 303C-CR	Jun 1, 2006
000156	Auger, CAT A26B	Jun 1, 2007
000168	Sump Pump Addition	Dec 1, 2006

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000191	Mower, Vanguard 4200	Nov 1, 2006
000191	Mower, Vanguard 4200	Apr 1, 2014
000276	Dozer, 6-Way, 79"	Jul 1, 2006
000336	Grapple Rake, ASI 78"	Jul 1, 2006
000337	Mower, Davco 705	Oct 1, 2006
000339	Mower, Davco 705	Nov 1, 2006
000380	Sod Cutter, Ryan 18"	Apr 1, 2008
000384	Truck, Ford F350, 2000	Jan 1, 2003
000391	Truck, Ford F250, 2003	May 1, 2003
000391	Truck, Pick Up Bed	May 1, 2014
000403	Trailer, 6 x 16 Anderson	Dec 1, 2006
000404	Truck, GMC Super Lawn, 2005	Dec 1, 2004
000405	Truck, GMC Super Lawn , 2005	Dec 1, 2004
000405	Truck, GM 450 Repairs	Mar 1, 2015
000405	Truck, Front Panel, Windshield	Apr 1, 2015
000407	Trailer, 7 x 20 Anderson 6 ton	Jul 1, 2007
000409	Truck, GMC Super Lawn, 2005	Aug 1, 2005
000410	Truck, GMC Super Lawn, 2006	Oct 1, 2005
000411	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000412	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000413	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000414	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000415	Truck, Chevy Silverado, 2007	May 1, 2007
000428	Truck, Ford F250, 2004	Aug 1, 2004
000432	Forklift, Tag Along Handler	Mar 1, 2006
000436	Truck, Chevy Silverado, 2007	Dec 1, 2006
000437	Truck, 2007 Chevy Silverado	Jun 1, 2007
000445	Trailer, 2004 Anderson 7 x 20	Nov 1, 2006
000451	Trailer, Reefer Model Vs2R	May 1, 2007
000455	Truck, Chevy Silverado, 2007	May 1, 2007
000464	Truck, Kenworth Water, 2005	Jan 1, 2006
000468	Trailer, 48" Trail King, 2006	Feb 1, 2006
000469	Truck, Mack CX Daycab, 2006	Jan 1, 2007
000481	Truck, Ford F150, 2005	Aug 1, 2005
000499	Truck, Ford F150, 2006	Aug 1, 2006
000505	Trailer, 2011 Blg Tex7x14 Dump	May 1, 2006
000506	Trailer, Andersn Deck-Over Dump	Jun 1, 2006
000507	Truck, Chevy Silverado, 2006	Jun 1, 2006
000653	Mower, Exmark Turf Tracer 52"	May 1, 2008
000654	Mower, Exmark Lazer Z 60"	May 1, 2008
000655	Mower, Toro 27" Verti-Cutter	May 1, 2008

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000656	Mower, Toro Greensmaster 1000	May 1, 2008
000709	Air Compressor	Sep 1, 2007
000710	Rolling Jack	Sep 1, 2007
000711	Lubrication Equipment	Sep 1, 2007
000714	Mig Welder	Sep 1, 2007
000715	Flammable Storage Cabinet	Sep 1, 2007
000716	Tire Changer and Balancer	Sep 1, 2007
000717	Small Equipment Lifts	Sep 1, 2007
000718	Shop Tools	Sep 1, 2007
000719	Shop Heater (Napa)	Sep 1, 2007
000720	Welder, Milleromatic 251	Sep 1, 2007
000721	Pneumatic Lift	Sep 1, 2007
000742	Truck, Chevy Silverado, 2007	Aug 1, 2007
000744	Truck, Chevy Silverado, 2007	Oct 1, 2007
000747	Trailer, Fontaine Drop Deck+	Nov 1, 2007
000749	Truck, Ford F650, 2000	Jan 1, 2008
000752	Wheel Loader, CAT 914G	Dec 1, 2004
000801	Truck, GMC Super Lawn, 2007	Mar 31, 2008
000804	Mower, Exmark Turf Tracer 52"	Jun 1, 2008
000805	Mower, Exmark Turf Tracer 60"	Jun 1, 2008
000807	CAT Telehandler Lift Eye/Hook	Jul 1, 2008
000808	CAT T9B Manual Trencher	Jul 1, 2008
000816	Automatic Rotary Blade Grinder	Aug 1, 2008
000819	Sprayer, Skid 100 Gal	Sep 1, 2008
000832	Mower, Exmark Turf Tracer 52"	Mar 1, 2009
000833	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000834	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000835	Mower, Exmark ZTR, 60"	Mar 1, 2009
000837	Mower, Lazer 72"	Mar 1, 2009
000840	Spreader, Vortex Granular	Apr 1, 2009
000877	Trailer, 1989 Wench 8x8 (DL)	Jul 1, 2009
000906	Truck, 2005 Isuzu (DL)	Jul 1, 2009
000926	Spray Star, Smithco	Aug 1, 2009
000932	Mower, Hustler 60" XR7	Aug 1, 2009
000949	Sprayer, 2009 Smart Steer	Feb 1, 2010
000950	Mower, 2006 Toro Greensmaster	Feb 1, 2010
000956	Spray Rig, Toro Multi Pro 1200	Mar 1, 2010
000985	Mower, Exmark 60" Lazer	Sep 1, 2010
000992	Loader, Skid Steer	Oct 1, 2010
001006	Ryan Lawn Aerator IV Plus	Jan 1, 2011
001014	Mower, Exmark 36"	Mar 31, 2011

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001015	Mower, Exmark 60"	Apr 1, 2011
001035	Mower, Gravely Pro Turn 260	Jul 1, 2011
001038	Mower, Gravely Pro Turn 260	Jul 1, 2011
001039	Mower, Gravely Pro Turn 260	Jul 1, 2011
001042	Mower, Gravely Pro Stance 52"	Jul 1, 2011
001056	Truck, 2012 Isuzu NPREFI 18'	Jul 1, 2011
001093	Kubota Util Vehicle SN-C0739	Sep 1, 2011
001094	Kubota Util Vehicle SN-C2811	Sep 1, 2011
001095	Kubota Util Vehicle SN-C4184	Sep 1, 2011
001096	Kubota Util Vehicle SN-18710	Sep 1, 2011
001097	Kubota Util Vehicle SN-19064	Sep 1, 2011
001102	Trailer, 5x10 Side Trailer	Sep 1, 2011
001128	Trailer, 2012 Open 7 x 20	Oct 1, 2011
001130	Truck, 2011 XL Cargo Van	Oct 1, 2011
001163	Truck, 2012 F150 PU	Jan 1, 2012
001164	Truck, 2012 Isuzu Crew Cab	Jan 1, 2012
001167	Spreader, PS 200 Prize	Jan 1, 2012
001176	Truck, 2008 Ford F 550 (CS)	Jan 31, 2012
001188	Truck, 2006 Ford Escape (C)	Jan 1, 2012
001213	Truck, 2003 Isuzu (C)	Jan 31, 2012
001226	Truck, 2007 Ford F250 (C)	Jan 31, 2012
001235	Truck, 2008 Ford Ranger (C)	Jan 31, 2012
001241	Truck, 2011 Ford Ranger (C)	Jan 31, 2012
001303	Trailer, Bobcat	Jan 31, 2012
001321	Mower, Exmark 60", (C)	Jan 31, 2012
001326	Mower, Exmark 56", (C)	Jan 31, 2012
001429	Trailer, 14' Utility (C) 2007	Jan 31, 2012
001446	Mower, Gravely Pro Turn 60"	Feb 29, 2012
001490	Truck, Ford XL Cargo Van 2012	Feb 29, 2012
001518	Truck, Ford XL Cargo Van 2012	May 1, 2012
001519	Truck, Ford XL Cargo Van 2012	May 1, 2012
001599	Truck, Ford 2012 Translt #1252	Sep 1, 2012
001600	Truck, Ford F250 Crew #1251	Sep 1, 2012
001601	Truck, Ford F250 Crew #1250	Sep 1, 2012
001602	Truck, Ford F450 4dr #1253	Sep 1, 2012
001603	Truck, Ford F150 Super #1249	Sep 1, 2012
001608	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001609	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001610	Trailer, 2013 Tandem Axle	Sep 1, 2012
001630	Mower, Gravely Pro Turn	Oct 1, 2012
001631	Mower, Gravely Pro Turn	Oct 1, 2012
001633	Mower, Gravely Pro Turn	Oct 1, 2012

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001661	Mower, Gravely Hydro 48	Jan 1, 2013
001662	Mower, Gravely Hydro 48	Jan 1, 2013
001690	Kubota, RTV 900 XTWH	Mar 1, 2013
001691	Kubota, RTV 900 XTWH	Mar 1, 2013
001692	Kubota, RTV 900 XTWH	Mar 1, 2013
001693	Kubota, RTV 900 XTWH	Mar 1, 2013
001694	Kubota, RTV 1140 CPX-H	Mar 1, 2013
001695	Kubota, RTV 1140 CPX-H	Mar 1, 2013
200109	Trailer, 2003 American 7 x 16	Apr 1, 2010
200115	Trailer, 2002	Apr 1, 2010
200124	Trailer, 2006 Superior Flatbed	Apr 1, 2010
200125	Trailer, 2006	Apr 1, 2010
200999	Mower, Gravely Pro Turn	Mar 1, 2013
201000	Mower, Gravely Pro Turn	Mar 1, 2013
201001	Mower, Gravely Pro Turn	Mar 1, 2013
201002	Mower, Gravely Pro Stance	Mar 1, 2013
201064	Trailer, 2013 All Pro, 82 x 20	Apr 1, 2013
201079	Skid, 100 gal w Pump & Reel	May 1, 2013
201092	Buffalo Turbine Cyclone KB4	May 1, 2013
201093	Buffalo Turbine Cyclone KB4	May 1, 2013
201113	Truck, 2013 Isuzu NPR HD #1256	Jun 1, 2013
201155	Truck, 2013 Ford F250 #1263	Jul 1, 2013
204725	Mower, Prowalk 52	Nov 1, 2013
204726	Mower, Prowalk 52	Nov 1, 2013
204728	Mower, Prowalk 52	Nov 1, 2013
204835	Mower, Gravely Pro Turn 260	Mar 1, 2014
204875	Scag Truck Loader	Mar 1, 2014
204877	Cyclone Squared Twin Turbine	Mar 1, 2014
205081	Mower, Exmark LZS	Apr 1, 2014
205082	Mower, Exmark LZS	Apr 1, 2014
205095	Truck, 2013 Ford F150	Apr 1, 2014
205099	100 Gal Skid w Diaphragm Pump	Apr 1, 2014
205102	Trailer, 2014 Big Tex Equipmen	Apr 1, 2014
205104	Kubota, RTV900XTWH	Apr 1, 2014
205105	Kubota, RTV900XTWH	Apr 1, 2014
205106	Kubota, RTV900XTWH	Apr 1, 2014
205108	Truck, 2011 Ford F350 Pick Up	Apr 1, 2014
205127	Trailer, Blg Tex Deck 77 x 10	May 1, 2014
205198	Truck, 2013 Translt Connect	May 1, 2014
205275	Truck, 2015 Ford F250 #1297	Jun 1, 2014
205297	Truck, 2015 Ford F350	Jul 1, 2014

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
205451	Mower, Kawasaki 29 HP	Oct 1, 2014
205557	Traller, 2015 Blg Tex 77x16	Mar 1, 2015
205563	Mower, Exmark Lazer S 60"	Mar 1, 2015
205564	Mower, Exmark Lazer S 60"	Mar 1, 2015
205571	Truck, 2015 Ford F250	Mar 1, 2015
205588	Mower, Exmark Standon Aerator	Mar 1, 2015
205589	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205590	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205591	Mower, Exmark Turf Tracer 52"	Mar 1, 2015
205782	Traller, 2014 7 x 20Pipe Utili	Apr 1, 2015
205794	Mower, Turf Tracker 52"	Apr 1, 2015
205795	Mower, Lazer Z 72"	Apr 1, 2015
205848	Mower, Lazer S 60"	Apr 1, 2015
205856	Mower, Jacobson F-10 (OB)	May 1, 2015
205857	Mower, Toro 7 Reel (OB)	May 1, 2015
205858	Mower, Toro 3 Reel (OB)	May 1, 2015
205859	Mower, Toro 3 Reel (OB)	May 1, 2015
205860	Sm Equipment, Fertilizer (OB)	May 1, 2015
205861	Toro Cart with Sprayer (OB)	May 1, 2015
205862	Sm Equipment, Aerator (OB)	May 1, 2015
205863	Vericutter (OB)	May 1, 2015
205864	Tractor, Ford (OB)	May 1, 2015
205865	Mower, John Deere 3225c (OB)	May 1, 2015
205866	Mower, Toro Z Turn (OB)	May 1, 2015
205914	Mower, Turfco 2000	May 1, 2015
205918	Buffalo Turbine	May 1, 2015
205938	Mower, Lazer S 72"	May 1, 2015
205939	Mower, Lazer S 72"	May 1, 2015
205940	Mower, Lazer S 72"	May 1, 2015
205941	Mower, Turf Tracker 52"	May 1, 2015
206117	Mower, Lazer Z 60"	Aug 1, 2015
206118	Mower, Lazer Z 60"	Aug 1, 2015
206204	Mower, Lazer S 60"	Sep 1, 2015
206205	Mower, TTS 48"	Sep 1, 2015
206213	Trailer, 2015 7x18	Sep 1, 2015
206319	Sm Equipment, 2 cycle	Nov 1, 2015
206324	Sm Equipment, 2 cycle	Nov 1, 2015
206325	Sm Equipment, 2 cycle	Nov 1, 2015
206326	Sm Equipment, 2 cycle	Nov 1, 2015
206327	Sm Equipment, 2 cycle	Nov 1, 2015
206330	Shop Tools	Nov 1, 2015

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
206336	Sm Equipment, 2 cycle	Dec 1, 2015
206379	Sm Equipment, 2 cycle	Mar 1, 2016
206380	Sm Equipment, Bearcat 4" Chipp	Mar 1, 2016
206388	Sm Equipment, 2 cycle	Mar 1, 2016
206390	Buffalo Turbine	Mar 1, 2016
206419	Mower, Lazer S 60"	Mar 1, 2016
206420	Mower, Lazer S 60"	Mar 1, 2016
206421	Mower, Lazer S 60"	Mar 1, 2016
206422	Mower, Lazer S 60"	Mar 1, 2016
206423	Mower, Lazer S 60"	Mar 1, 2016
206424	Mower, Ultra Cut 48"	Mar 1, 2016
206425	Mower, Ultra Cut 48"	Mar 1, 2016
206429	Kubota RTV-X900WH	Mar 1, 2016
206430	100 Gal Skid Diaphragm	Mar 1, 2016
206434	Sm Equipment, 2 cycle	Mar 1, 2016
206435	Mower, Lazer S 72"	Mar 1, 2016
206436	Mower, Turf Tracker 52"	Mar 1, 2016
206437	Mower, Turf Tracker 52"	Mar 1, 2016
206438	Mower, Lazer S 60"	Mar 1, 2016
206516	Sm Equipment, 2 cycle	Apr 1, 2016
206519	Traller, 2016 Big Tex Deck	Apr 1, 2016
206520	Traller, 2016 Big Tex Tandem	Apr 1, 2016
206521	Traller, 2016 Big Tex Tandem	Apr 1, 2016
206597	Truck, 2016 Chevy Silverado	Apr 1, 2016
206598	Truck, 2016 Chevy Silverado	Apr 1, 2016
206604	Sm Equipment, 2 cycle	Apr 1, 2016
206629	Mower, Exmark Lazer S 60"	May 1, 2016
206630	Mower, Exmark Lazer S 60"	May 1, 2016
206631	Mower, Exmark Walk Behind 48"	May 1, 2016
206632	Mower, Exmark Walk Behind 48"	May 1, 2016
206665	Truck, 2016 Ford F350 #1431	Jun 1, 2016
206685	Sm Equipment, 2 cycle	Jun 1, 2016
206762	Sm Equipment, 2 cycle	Aug 1, 2016
206766	Sm Equipment, 2 cycle	Aug 1, 2016
206767	Sm Equipment, 2 cycle	Aug 1, 2016
206777	EZ Trench Groundsaw	Sep 1, 2016
206882	Sm Equipment, 2 cycle	Nov 1, 2016
206883	Sm Equipment, 2 Yr	Nov 1, 2016
206901	Sm Equipment, 2 cycle	Dec 1, 2016
207325	Truck, 2017 Chevy Silverado	Apr 1, 2017
207325	CapEx Repair	Jun 1, 2017

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
207350	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207385	Truck, 2017 Chevy Silverado	Apr 1, 2017
207410	Mower, Exmark Laser Z 60"	Apr 1, 2017
207411	Mower, Exmark Laser Z 60"	Apr 1, 2017
207412	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207413	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207414	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207415	Mower, Exmark Laser Z 60"	Apr 1, 2017
207416	Mower, Exmark Laser Z 72"	Apr 1, 2017
207453	Truck, 2017 Chevy Silverado	May 1, 2017
207454	Spreader, Chariot	May 1, 2017
207486	Small Equipment, 2 Cycle	Jun 1, 2017
207487	Small Equipment, 2 Cycle	Jun 1, 2017
207496	Small Equipment, 2 cycle	Jun 1, 2017
207498	Mower, Reelmaster 5010-H	Jun 1, 2017
207526	Small Equipment, 2 Cycle	Jun 1, 2017
207552	Small Equipment, 2 Cycle	Jun 1, 2017
207553	Truck Decal	Jun 1, 2017
207553	Truck, 2017 Isuzu NPR-HD	Jun 1, 2017
207615	2017 Traller, Blg Tex 7x20	Aug 1, 2017
207646	Small Equipment, 2 Cycle	Sep 1, 2017
207701	Small Equipment, 2 Cycle	Nov 1, 2017
207702	Small Equipment, 2 Cycle	Nov 1, 2017
207882	Mower, Lazer 60"	Mar 1, 2018
207883	Mower, Lazer 60"	Mar 1, 2018
207884	Mower, Lazer 60"	Mar 1, 2018
207885	Mower, Lazer 72"	Mar 1, 2018
207886	Mower, Lazer 72"	Mar 1, 2018
207913	Vehicle, 2018 Chevy Malibu	Mar 1, 2018
207965	CAT 72" Grapple Rake	Apr 1, 2018

Principal Officers



YELLOWSTONE
LANDSCAPE

Our Leadership Team is committed to making Yellowstone Landscape the South's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we are proud to serve more than 2000 clients, across six Southern states, from more than 20 local branch facilities. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Litigation Statement



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	Current	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non-Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

*Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 FAX (A/C, No): (386) 333-6113 E-MAIL ADDRESS: epeacock@bbdaytona.com																									
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>United Specialty Insurance Company</td><td>NAIC #</td><td>12537</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td></td><td>25674</td></tr><tr><td>INSURER C:</td><td>Great American Insurance Company</td><td></td><td>16891</td></tr><tr><td>INSURER D:</td><td>The Charter Oak Fire Insurance Company</td><td></td><td>25815</td></tr><tr><td>INSURER E:</td><td>American Guarantee and Liability Insurance Company</td><td></td><td>26247</td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	United Specialty Insurance Company	NAIC #	12537	INSURER B:	Travelers Property Casualty Company of America		25674	INSURER C:	Great American Insurance Company		16891	INSURER D:	The Charter Oak Fire Insurance Company		25815	INSURER E:	American Guarantee and Liability Insurance Company		26247	INSURER F:			
INSURER A:	United Specialty Insurance Company	NAIC #	12537																								
INSURER B:	Travelers Property Casualty Company of America		25674																								
INSURER C:	Great American Insurance Company		16891																								
INSURER D:	The Charter Oak Fire Insurance Company		25815																								
INSURER E:	American Guarantee and Liability Insurance Company		26247																								
INSURER F:																											

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PESTICIDE & HERBICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ATNATL1914413	04/30/2019	04/30/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</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 - COM/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)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
	MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COM/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			TC2JCAP9D89521919	04/30/2019	04/30/2020	<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>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
PIP	\$ 10,000																				
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU254554401	04/30/2019	04/30/2020	<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		\$								
	EACH OCCURRENCE	\$ 10,000,000																			
	AGGREGATE	\$ 10,000,000																			
		\$																			
D	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	UB2N1103271951D	04/30/2019	04/30/2020	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
	☒ PER STATUTE ☐ OTH-ER																				
	E.L. EACH ACCIDENT	\$ 1,000,000																			
	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	<table border="1"><tr><td>OCC & AGG</td><td>10,000,000</td></tr></table>	OCC & AGG	10,000,000												
OCC & AGG	10,000,000																				

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

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

YELLOWSTONE LANDSCAPE INC
3235 N STATE ST
PO BOX 849
BUNNELL

FL 32110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** : Notes

COMPLETE LISTING OF NAMED INSURED:

-YELLOWSTONE HOLDINGS, LLC
 -YELLOWSTONE INTERMEDIATE HOLDINGS, INC
 -YLG HOLDINGS, INC
 -YELLOWSTONE LANDSCAPE, INC
 -YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR
 -ALSW, LLC
 -YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
 -TEXAS SERVICES, LLC
 -BLSW, LLC
 -YLGSW, LLC
 - LEADERSCAPE PALM BEACH LLC

LEASED/RENTED EQUIPMENT

POLICY NUMBER: MKLM31M0051215
 EFFECTIVE DATES: 4/30/2019-4/30/2020
 CARRIER: MARKEL AMERICAN INSURANCE COMPANY
 EACH ITEM: \$250,000

POLLUTION LIABILITY

POLICY NUMBER: G71517585001
 EFFECTIVE DATES: 4/30/2019-4/30/2020
 CARRIER: ILLINOIS UNION INSURANCE COMPANY
 EACH OCCURRENCE: \$1,000,000

POLICY FORMS:

GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC & TX)

- 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
- 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS - EMPLOYED BY OTHER)
- 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 6) VEN05100 0115 - PRIMARY NON-CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
- 6) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

AUTO LIABILITY

- 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US - (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE: FL, GA, NC, SC, AZ, TX, & NV)

- 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
- 2) WC9908R3 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

UMBRELLA LIABILITY

- 1) GA16002 0697 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER OF SUBROGATION, COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY)

Professional References for Previous Experience

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Mike Demchak
City, State: Ormond Beach, FL
Telephone Number: 386.299.2452
Email Address: michael.demchak@ormondbeach.org
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$1,000,000
Start/End Date of Contract: 2012 - present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, FL
Telephone Number: 386.424.2202
Email Address: fmiller@cityofnsb.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2015 - present
3. Company Name: Town Center at Palm Coast
Contact Person: Clint Smith
City, State: Palm Coast, FL
Telephone Number: 386.931.4496
Email Address: clintfsmith@aol.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2006 - present

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	SEE PREVIOUS				
2					
3					

This document must be completed and returned with your Submittal.

Listing of Subcontractors

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

Local Business Affidavit of Eligibility

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 19-08

BUSINESS NAME: Yellowstone Landscape

CONTACT PERSON/TITLE: Barry Critcher/BDM

MAILING ADDRESS: 1077 Derbyshire Rd

CITY-STATE-ZIP: Daytona Beach, FL 32117

Length of Time at Address Provided: just relocated from 500 Fentress Blvd., Daytona Beach (3+ years)

Physical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 20-2993503

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

PHONE NUMBER: 386.248.3298 FAX: 386.437.5143

EMAIL: bcritcher@yellowstonelandscape.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

Dolores M. Mew
SIGNATURE OF NOTARY PUBLIC

THIS 29th DAY OF July, 2019

My Commission Expires: 11/9/19

Barry Critcher 7.29.19
SIGNATURE OF AFFIANT DATE

Barry Critcher/Business Development Manager

PRINTED NAME OF AFFIANT / TITLE

Yellowstone Landscape

COMPANY

NOTARY SEAL



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

This document must be completed and returned with your Submittal



Attachment 1 - Bid Proposal

*Areas with an asterisk have varying right-of-ways. Please reference map or ask City Inspector/Representative

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered. Green boxes indicate full cost while grey boxes indicate broken down sections (medians) cost.

Class "C" Maintenance

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Class "D" Maintenance

[illegible]

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

GRAND TOTAL of 1-52	\$	372,071.00
---------------------	----	------------

GRAND TOTAL of 1-52 with Alternates	\$	393,191.00
-------------------------------------	----	------------



Bid Bond

IN WITNESS WHEREOF, the above parties have executed this Instrument under their several seals, this 17th day of July, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: Yellowstone Landscape-Southeast, LLC

Chris Adolph
Signature
VP - Controller
Corporate Officer & Title

ATTEST:

[Signature]
Signature
NOT APPLICABLE
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Aspen American Insurance Company

[Signature]
Attorney-in-Fact (signature)
Tyler DeBord, Attorney-in-Fact
Name & Title
Tyler DeBord
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 014149 NAIC No.: 43460

ATTEST:

Margie Hall
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

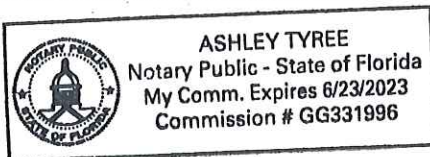
STATE OF Florida

COUNTY OF Volusia

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

[Signature] Tyler DeBord
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 17th day of July, 2019, by Tyler DeBord, who is personally known to me or who produced _____ as identification.



Ashley Tyree
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: GG331996
Commission Expires: June 23, 2023
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Durosko, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May, 2017.

STATE OF CONNECTICUT

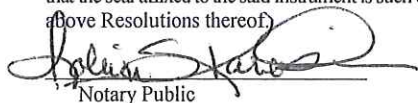
SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company


Keith Flannery, Vice President

On this 23rd day of May, 2017 before me personally came Keith Flannery to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.


Notary Public

My commission expires: December 7, 2020

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Robin S. Kanaskie
West Whiteland Twp, Chester County
My Commission Expires 12/07/2020

CERTIFICATE

I, the undersigned, Keith Flannery of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 17 day of July, 2019

By:



Name: Keith Flannery, Vice President



BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Yellowstone Landscape-Southeast, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3235 North State Street, Bunnell, FL 32110, Tel.: 386-437-6211, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Blvd., Ste 300, Rocky Hill, CT 06067, Tel.: 860-490-3501 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$ -----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated July 30, 2019, for:

Project Name / Bid No.: Landscaping Maintenance Services of City Right-of-Ways / ITB #19-08

Project Address:

Legal Description: See Attached

Description of Work: Landscaping Maintenance Services of City Right-of-Ways

NOW, THEREFORE,

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

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

Copy of License



386.248.3298 tel
386.437.5143 fax

500 Fentress Boulevard
Daytona Beach, FL 32114

www.yellowstonelandscape.com



THE CITY OF DAYTONA BEACH BUSINESS TAX LICENSE # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
LOCATION: 500 FENTRESS BLVD
BUSINESS TYPE: LANDSCAPE/GARDENER

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2019	VALID TO
08/23/2018	DATE PAID
25.00	ANNUAL FEES

Fee Code
1210

Description
LANDSCAPE GARDNER

MAIL TO:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC,
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



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

Detail by Entity Name

Florida Limited Liability Company
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager, President, CEO

PORTLAND, TIMOTHY
P.O. BOX 849
BUNNELL, FL 32110

Title MANAGER, TREASURER, SECRETARY

ADORNETTI, CHRIS
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

MARTIN, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

WESTER, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2018	01/03/2018
2018	05/03/2018
2019	01/30/2019

Document Images

01/30/2019 -- ANNUAL REPORT	View image in PDF format
09/19/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
07/20/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format

05/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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

Inspector/Representative NAME

CON

EN

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

Billy Genevres

anyone else? verdac

FIGURE 1-7-4. *Intermediate specific data is not provided, therefore, no cost figure should be entered. Green boxes indicate LVI cost while grey boxes indicate broken down sections (medians) cost.*

[illegible][illegible]

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

GRAND TOTAL of 1-52	\$	392,702.32
GRAND TOTAL of 1-52 with Alternates	\$	402,030.64



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER:

ITB #19-08 LANDSCAPE MAINTENANCE SERVICES

OPENING DATE/TIME:

7/30/2019 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Yellowstone Landscape	VerdeGo LLC	Vendor	Vendor
1	Form 7.2 – Vendor’s Acknowledgement	YES	YES		
2	Form 7.3 – Addendum and Change Order Procedure	YES	YES		
3	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES		
4	Form 7.5 – Public Entity Crimes Statement	YES	YES		
5	Form 7.6 – Affidavit of Anti-Collusion	YES	YES		
6	Form 7.7– Statement of Vendor’s Qualifications	YES	YES		
7	Form 7.8 – Professional References for Previous Experience	YES	YES		
8	Form 7.9 – Listing of Subcontractors	YES	YES		
9	Form 7.10 – Local Business Affidavit of Eligibility	YES	YES		
10	Attachment 1 - Bid Proposal	YES	YES		
11	Bid Bond	YES	YES		
12	Copy of Commerical Entity License	YES	YES		
	1 Original, 1 Digital (CD or flash drive) in PDF format.	YES	YES		
	Deemed Responsive	YES	YES		
	Additional Comments				
	Class C Maintenance Base Bid:	\$204,364.00	\$251,854.95		
	Class D Maintenance Base Bid:	\$167,707.00	\$140,847.37		
	Alternates (Class D) Maintenance Base Bid:	\$21,120.00	\$9,328.32		
	Total Base Bid without Alternates (Class D):	\$372,071.00	\$392,702.32		
	Total Base Bid with Alternates (Class D):	\$393,191.00	\$402,030.64		
	Opened and tabulated by:	David Van Valkenburgh Purchasing Agent			
	Witnessed by:	Michael Hall Buyer			



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

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

From: James Buttrum, Deputy Director of Public Works & Utilities

DATE: August 12, 2019

SUBJECT: Award ITB 19-08 – Landscaping Maintenance Services for Right-of-Ways, Yellowstone Landscape

REQUEST:

The Department of Public Works & Utilities requests City Council approval to award ITB 19-08, Landscaping Maintenance Services for Right-of-Ways to Yellowstone Landscape in an annual amount based upon the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

PURPOSE:

The purpose of this request is to maintain landscape services for the various rights-of-way required to be maintained by the City.

CONSIDERATION:

On June 25, 2019, the City advertised ITB 19-08, Landscaping Maintenance Services for City Right-of-Ways. Two responsive bids were received as follows:

Yellowstone Landscape	\$393,191.00
VerdeGo LLC	\$402,030.64

The Public Works Department carefully reviewed the bid submittals and staff recommends award to Yellowstone Landscape as the best, lowest responsive bidder. This contractor is currently under contract for landscape maintenance and has worked for the City for the past several years under various contracts.

The scope of service includes, but is not limited to, mowing (33 mows per year for areas under Class C maintenance and 24 mows per year for areas under Class D); mulch applications; pesticide, herbicide and fertilizer applications; mechanical trimming and edging; hand weeding; pruning; removal of dead turf, shrubs or trees; and collection and

removal of trash and debris during each site visit. This contract does not include major thoroughfares (Dunlawton, Causeway, Nova Road, and Ridgewood). These areas are being bid under a separate contract.

Payment to the contractor will be on a monthly basis, based on actual services performed for each month, as approved and verified by the city's representative. Additionally, there are provisions to levy administrative charges against the contractor for failure to resolve any service complaints or issues within a twenty-four (24) hour period once notified by the city's representative.

The Standard Contract for Services will be effective October 1, 2019 with an initial term of three (3) years with the option to renew for two (2) one-year terms agreed upon by both parties. Annual spending authority will be based upon the budgeted amount as approved by Port Orange City Council for the then-current fiscal year. The purchase order will include a contingency amount to authorize any additional mowing due to increased growth.

FUNDING:

There are sufficient funds in the Public Works – Contracted Services Mowing, Proposed FY2020 Budget, 001-4350-541-3420 - \$801,150.00.

RECOMMENDATION:

The Department of Public Works & Utilities recommends City Council approval to award ITB 19-08, Landscaping Maintenance Services for Right-of-Ways to Yellowstone Landscape in an annual amount based upon the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

ANTICIPATED SCHEDULE:

Placed on CivicClerk - 8/2/19

Council Date – 9/17/19

Executed Standard Contract for Services – 10/1/19

ATTACHMENTS:

- a.) All Bid Documents ITB 19-08 Landscape Maintenance for ROW
- b.) Intent to Award
- c.) Bid Tabulation Sheet



NOTICE OF INTENT TO AWARD

ITB #19-08 Landscaping Maintenance Services for Right -of-Way

August 15, 2019

On July 30, 2019 Purchasing received Two (2) bids for Landscaping Maintenance Services for Right -of-Way.

After review of the bids submitted, City Staff has made its recommendation to award Yellowstone Landscaping of Daytona Beach, FL for Total Base Bid with Alternates (Class D) of \$393,191.00.

Recommendation to award will be presented for City Council approval on September 17, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7d) Award of ITB #19-18 of Major Thoroughfare Landscape Maintenance to VerdeGo LLC

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the award of ITB 19-18, Major Thoroughfare Landscaping Maintenance, to the lowest responsive bidder VerdeGo LLC in an annual amount based upon the budgeted appropriation as approved by Port Orange City Council for the then-current fiscal year.

SUMMARY: The City advertised and received two responsive bids for ITB 19-18 Major Thoroughfare Landscaping Maintenance. VerdeGo LLC of Flagler County was the lowest responsive bid at an estimated annual cost of \$254,794.06 followed by Yellowstone Landscape with a bid of \$269,845.00. After careful review and local preference consideration, recommendation is to award to VerdeGo LLC.

The scope of services includes, Dunlawton, Causeway/High Bridge, Nova Road, and Ridgewood.

The Standard Contract for Services will be effective October 1, 2019 to September 30, 2022 with the option to renew for two (2) one-year terms. Annual spending authority is limited to the budget as approved by the Port Orange City Council for the then-current fiscal year.

Project No.: Funding Account No.: 001-4350-541-3420

Presenter: Lynn Stevens

ATTACHMENTS:

1.	VerdeGo LLC Standard Contract for Services	VerdeGo LLC Standard Contract for Services.pdf
2.	ITB 19 18 Major Thoroughfare Landscape Maintenance Bid Pkg	ITB 19 18 Major Thoroughfare Landscape Maintenance Bid Pkg.pdf
3.	ITB 19 18 Major Thoroughfare Landscape Maintenance Bid Form	ITB 19 18 Major Thoroughfare Landscape Maintenance Bid Form.xlsx
4.	ITB 19 18 Major Thoroughfare Landscape Maintenance PreBid Sign In Sheet	ITB 19 18 Major Thoroughfare Landscape Maintenance PreBid Sign In Sheet.pdf
5.	ITB 19 18 Major Thoroughfare	ITB 19 18 Major Thoroughfare

	Landscape Maint ADDENDUM 1 OF 1	Landscape Maint ADDENDUM 1 OF 1.pdf
6.	ITB 19 18 Bid Tabulation Major Thoroughfare Landscape Maintenance	ITB 19 18 Bid Tabulation Major Thoroughfare Landscape Maintenance.xlsx
7.	ITB 19 18 VERDEGO Bid Submittal Major Thoroughfare Landscape Maint	ITB 19 18 VERDEGO Bid Submittal Major Thoroughfare Landscape Maint.pdf
8.	ITB 19 18 Yellowstone Bid Submittal Major Thoroughfare Landscape Maintenance	ITB 19 18 Yellowstone Bid Submittal Major Thoroughfare Landscape Maintenance.pdf
9.	ITB 19 18 Notice of Intent to Award	ITB 19 18 Notice of Intent to Award.pdf
10.	VerdeGo COI thru 1 1 2020	VerdeGo COI thru 1 1 2020.pdf
11.	Department Justification Memo - ITB 19-18 Major thoroughfares	Department Justification Memo - ITB 19-18 Major thoroughfares.pdf

Kynah Cockcroft
 Kynah Cockcroft
 Julia Wiggins
 Lynn Stevens
 Scott Neils
 Margaret Roberts
 Jake Johansson
 Robin Fenwick

Created/Initiated - 8/14/2019
 Approved - 8/14/2019
 Approved - 8/28/2019
 Approved - 9/5/2019
 Approved - 9/11/2019
 Approved - 9/12/2019
 Approved - 9/12/2019
 Final Approval - 9/12/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **VERDEGO, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 3335 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform the Total Base Bid for Major Thoroughfare Landscape Maintenance, and as more specifically described in Invitation to Bid 19-18 ("ITB 19-18") and Addendum No. 1 which are made a part hereof by reference. Contractor's Bid Proposal and Scope of Services referenced in ITB 19-18 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-18 and Addendum No. 1 is available in the Office of the City Clerk.

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

Initial Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of Three (3) years (the "Term").

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Public Works and Utility Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

28. Notice. For purposes of this Contract, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: VerdeGo, LLC
Attention: Terry McNitt, Jr., Managing Member
P.O. Box 789
Bunnell, Florida 32110
(386) 931-6018 – Telephone
tmcnitt@verdego.com

3335 North State Street
Bunnell, Florida 32110

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

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

VERDEGO, LLC

By: _____

Terry McNitt, Jr., Managing Member

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Terry McNitt, Jr., as Managing Member of VerdeGo, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

EXHIBIT “1”

Contractor's BLD Proposal and Scope of Services

Consisting of 7 Pages

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE Completed Attachment 1 Bid Proposal form MUST be included with Bid Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green ONLY. fields will be automatically calculated.				All other							
				NAME OF BUSINESS:		VerdeGo Landscape					
				CONTACT PERSON:		Billy Genovese					
				EMAIL ADDRESS:		bgenovese@verdego.com					
				AUTHORIZED NAME:							
				AUTHORIZED							
RIGHTS OF WAY MAINTENANCE LEVELS Maintenance - 52 Services Mulch - 1 x per Year						MAINTENANCE		MULCH		TOTAL ANNUAL COST	
ROAD NAME		SQUARE FOOTAGE	ACRES	COST PER Service	TOTAL ANNUAL COST	QUANTITIES Cubic yards	COST PER Application	ALL APPLICATIONS			
1 Causeway and High Rise Bridge		32,427	0.72	\$335.02	\$17,421.04	131	\$5,895.00	\$23,316.04			
2 Ridgewood Avenue Medians		140,852	3.23	\$467.60	\$24,315.30	140	\$6,300.00	\$30,615.30			
North City Limits to Ocean Ave				\$23.38			\$350.00				
Ocean Ave to Herbert St				\$23.38			\$350.00				
Herbert St to Dunlawton Ave				\$23.38			\$350.00				
Dunlawton Ave to Mecker Place				\$23.38			\$350.00				
Mecker Place to Oak St				\$23.38			\$350.00				
Oak St to Fox Place				\$23.38			\$350.00				
Fox Place to White St				\$23.38			\$350.00				
White St to Fleming Ave				\$23.38							
Fleming Ave to Norman St				\$23.38			\$350.00				
Norman St to Rogers Place				\$23.38			\$350.00				
Rogers Place to Howes St				\$23.38			\$350.00				
Howes St to Clark Place				\$23.38							
Clark Place to Fitzgerald Place				\$23.38			\$350.00				
Fitzgerald Place to Niver St				\$23.38			\$350.00				
Niver St to Kiep Dr				\$23.38			\$350.00				
Kiep Dr to 5584 S. Ridgewood				\$23.38			\$350.00				
5584 S. Ridgewood to Farnbrook Rd				\$23.38			\$350.00				
Farnbrook Rd to E. Bayshore Dr				\$23.38			\$350.00				
E. Bayshore Dr to Nova Rd				\$23.38			\$350.00				
Nova Rd to South City Limits (Rose Bay Bridge)				\$23.38			\$350.00				
3 Ridgewood Avenue Roadsides		78,910	1.81	\$617.00	\$32,084.00	N/A		\$32,084.00			
4 Dunlawton Avenue Medians		338,744	7.78	\$741.00	\$38,532.00	Included in H22 above		\$38,532.00			
Summertrees Road to I-95				\$57.00							
I-95 to 1788 Dunlawton Ave				\$57.00							
1788 Dunlawton to Yorktowne Blvd				\$57.00							
Yorktowne Blvd to Clyde Morris Blvd				\$57.00							
Clyde Morris Blvd to Victoria Garden/City Center Pkw.				\$57.00							
Victoria Garden/City Center Pkw. to N. Swallow Tail/ Village Trail				\$57.00							
N. Swallow Tail/ Village Trail to S. Swallow Tail Dr				\$57.00							
S. Swallow Tail Dr to Jackson St.				\$57.00							
Jackson St. to Dunlawton Hills Subdivision				\$57.00							
Dunlawton Hills to Oak St				\$57.00							
Oak St to Spruce Creek Rd				\$57.00							
Spruce Creek Rd to RR Crossing				\$57.00							
RR Crossing to US 1				\$57.00							
5 Dunlawton Avenue Roadsides*		791,044	18.16	\$1,410.00	\$73,320.00	N/A		\$73,320.00			
6 Nova Road Medians		90,208	2.07	\$371.79	\$19,333.08	12	\$540.00	\$19,873.08			
Isabelle Ave to Regency Blvd				\$41.31			\$60.00				
Regency Blvd to Wood St				\$41.31			\$60.00				
Wood St to Durant Dr				\$41.31			\$60.00				
Durant Dr to Spruce Creek Rd				\$41.31			\$60.00				
Spruce Creek Rd to Miles Dr				\$41.31			\$60.00				
Miles Dr to Tree Garden Dr				\$41.31			\$60.00				
Tree Garden Dr to Village Trl				\$41.31			\$60.00				
Village Trl to Dunlawton Ave				\$41.31			\$60.00				
Dunlawton Ave to Eagle Lake Trl				\$41.31			\$60.00				
7 Nova Road Roadsides*		404,895	9.26	\$712.57	\$37,053.64	N/A		\$37,053.64			
							Total Bid Cost	\$254,794.06			

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE **SCOPE OF WORK AND REQUIREMENTS**

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenues Medians and Roadsides, Nova Road Medians and Roadsides.

These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in prestige condition.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. **Maps showing each area to be serviced are included in Exhibit B.**

Number of Site Visits: A total of fifty-two (52) maintenance visits shall be provided each calendar year. All locations shall be serviced weekly (52 visits). If mowing is not required, a minimum level of service shall be provided at each visit (see below).

- Areas 2 feet or more outside the sidewalk must be maintained unless maintained by property owner.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, **regardless of its source or the size**, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Heights may vary per location. However, heights shall be as follows:

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the contractor will be responsible for repairs to or replacement of the sod immediately. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The

Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas are including but not limited to, sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including but not limited to grass clippings, grass remaining after edging, and crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e a mechanical edger. In the event the service area is unable to be serviced with an edger, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, etc.

*Areas where growth in swales are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The

contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROWDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly.**

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches, moss, ferns and vines. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. These areas are including, but not limited to roadways, driveways, and curbs. Contractor shall remove at each scheduled site visit, including but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during

contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems or areas where irrigation appears to be inadequate or malfunctioning shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **ALL employees must wear safety vests at all times.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

DUNLAWTON MEDIAN CONSTRUCTION: It is expected that during this contract period, the landscaping in the median on Dunlawton between US19 and Spruce Creek Road will be reconstructed. This work will include a new irrigation system, new plant/tree materials, and new sod. Work will proceed in sections. Work sections will be determined during bid award. During this construction period, the successful contractor for this Landscape Maintenance bid will continue to maintain the rights of way along all of Dunlawton and maintain the medians not under construction in accordance with this scope of work. The bid sheet is broken down into median sections and invoicing will reflect those areas not serviced due to the construction.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service including, but not limited to, weeding
mowing, trimming
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or

unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MAPS of Locations:

https://portorange.sharepoint.com/:f/g/pw/admin/Eh6qS1piX-VPp8GGiXtq_o0BQ80dli8tTzDdAxHAAVyixA

[Remainder of this page left intentionally blank]

End of Scope of Work

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: VerdoGo, LLC
Principal Business Address: 3335 North State Street
Bunnell, Florida 32110
Contact Person: Terry McNitt, Jr., Managing Member
Phone Number: (386) 931-6018

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$254,794.06 **City Project Number: ITB 19-18 Major Thoroughfare Landscape Maintenance**

Description of Work: Major Thoroughfare Landscape Maintenance

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Volusia County, Florida for all public works identified in ITB 19-18

Front Page

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

VerdeGo, LLC

ITB 19-18 Major Thoroughfare Landscape Maintenance

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, VerdeGo, LLC, as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FOUR AND 06/100 DOLLARS (\$254,794.06)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

VERDEGO, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Terry McNitt, Jr., Managing Member

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE



ITB #19-18

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: June 27, 2019

Bid Due Date and Time: August 1, 2019 at 3:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-18

MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-18 MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **3:30 P.M. on Aug 1, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 3:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid and Site Visit Conference for the project at **1:00 P.M.** (local time) on **July 11, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to acquiring the services for the Major Thoroughfare Landscaping Maintenance. Grounds maintenance services for City Right-of-Ways and Medians located at Causeway & Highrise Bridge, Dunlawton Avenue, Ridgewood Avenue and Nova Road*
Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David VanValkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-18 MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE"** in the subject line. Last day for questions will be **July 18, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to

furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

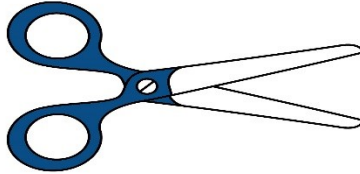
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-18 MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE"**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **June 27, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #19-18 _____
BID TITLE:	MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE _____
DUE DATE/TIME:	August 1, 2019 at 3:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK AND REQUIREMENTS	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS	18
SECTION 5 – GENERAL TERMS AND CONDITIONS	23
SECTION 6 – SPECIAL CONDITIONS	49
SECTION 7 – REQUIRED FORMS	50
FORM 7.1 – BID SUBMITTAL CHECKLIST	50
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	51
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	52
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	53
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	54
FORM 7.6 – ANTI-COLLUSION FORM	55
FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS	56
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE.	58
FORM 7.9 – LISTING OF SUBCONTRACTORS	60
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	61
BID COST/FEE PROPOSAL	63
BID BOND	64
PERFORMANCE & PAYMENT BOND	66
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	68

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of contracting for **Major Thoroughfare Landscaping Maintenance**.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:June 27, 2019
Non-Mandatory Pre-Bid ConferenceJuly 11, 2019 at 1:00 P.M.
Deadline for Questions:July 18, 2019 by 5:00 P.M.
Final Addendum Posting:July 25, 2019 by 5:00 P.M.
Bids Due: August 1, 2019 by 3:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non- Mandatory Pre-Bid and Site Visit Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #19-18 MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE

SCOPE OF WORK AND REQUIREMENTS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenues Medians and Roadsides, Nova Road Medians and Roadsides.

These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in prestige condition.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. **Maps showing each area to be serviced are included in Exhibit B.**

Number of Site Visits: A total of fifty-two (52) maintenance visits shall be provided each calendar year. All locations shall be serviced weekly (52 visits). If mowing is not required, a minimum level of service shall be provided at each visit (see below).

- Areas 2 feet or more outside the sidewalk must be maintained unless maintained by property owner.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, **regardless of its source or the size**, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Heights may vary per location. However, heights shall be as follows:

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the contractor will be responsible for repairs to or replacement of the sod immediately. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The

Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas are including but not limited to, sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including but not limited to grass clippings, grass remaining after edging, and crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e a mechanical edger. In the event the service area is unable to be serviced with an edger, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds, lakes, and ditches(swales) MUST be string trimmed to the water line.

*Areas where crack grass is present, MUST be string trimmed (burned down) and then chemically sprayed to deter new weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, etc.

*Areas where growth in swales are unable to be mowed at time of service, a string trimmer MUST be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor MUST blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The

contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly.**

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches, moss, ferns and vines. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. These areas are including, but not limited to roadways, driveways, and curbs. Contractor shall remove at each scheduled site visit, including but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during

contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems or areas where irrigation appears to be inadequate or malfunctioning shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **ALL employees must wear safety vests at all times.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

DUNLAWTON MEDIAN CONSTRUCTION: It is expected that during this contract period, the landscaping in the median on Dunlawton between US19 and Spruce Creek Road will be reconstructed. This work will include a new irrigation system, new plant/tree materials, and new sod. Work will proceed in sections. Work sections will be determined during bid award. During this construction period, the successful contractor for this Landscape Maintenance bid will continue to maintain the rights of way along all of Dunlawton and maintain the medians not under construction in accordance with this scope of work. The bid sheet is broken down into median sections and invoicing will reflect those areas not serviced due to the construction.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service including, but not limited to, weeding
mowing, trimming
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or

unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MAPS of Locations:

https://portorange.sharepoint.com/:f:/g/pw/admin/Eh6qS1piX-VPp8GGiXtq_o0BQ80dlj8tTzDdAxHAAVyixA

[Remainder of this page left intentionally blank]

End of Scope of Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform

the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

- 28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 30. **Negotiator** is a member of the negotiation team.
- 31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
- 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that

is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the

performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required

on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the

Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the

contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be three (3) years with two (1) year renewal options agreed upon by both parties.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of three (3) year from the date of award. The contract prices may be changed after the third year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – Listing of Subcontractors
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____
of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without written approval from the City of Port Orange. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING									
BID FORM									
CITY OF PORT ORANGE									
ITB # 19-18									
MAJOR THROUGHFARE LANDSCAPING MAINTENANCE									
Completed Attachment 1 Bid Proposal form MUST be included with Bid Instruction to save Attachment from DemandStar website:									
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.									
				NAME OF BUSINESS:					
				CONTACT PERSON:					
				EMAIL ADDRESS:					
				AUTHORIZED NAME:					
				AUTHORIZED					
RIGHTS OF WAY MAINTENANCE LEVELS				MULCH					
						Estimated	1x PER YEAR	Total	
Maintenance - 52 Services				SQUARE	COST PER	TOTAL	Quantities	Annual Cost	
ROAD NAME				FOOTAGE	ACRES	Service	ANNUAL COS	Cubic yards	ALL APPLICATIONS
1 Causeway and High Rise Bridge				32,427	0.72		\$0.00	131	\$0.00
2 Ridgewood Avenue Medians				140,852	3.23		\$0.00	140	\$0.00
North City Limits to Ocean Ave							\$0.00		\$0.00
Ocean Ave to Herbert St							\$0.00		\$0.00
Herbert St to Dunlawton Ave							\$0.00		\$0.00
Dunlawton Ave to Meeker Place							\$0.00		\$0.00
Meeker Place to Oak St							\$0.00		\$0.00
Oak St to Fox Place							\$0.00		\$0.00
Fox Place to White St							\$0.00		\$0.00
White St to Fleming Ave							\$0.00		\$0.00
Fleming Ave to Norman St							\$0.00		\$0.00
Norman St to Rogers Place							\$0.00		\$0.00
Rogers Place to Howes St							\$0.00		\$0.00
Howes St to Clark Place							\$0.00		\$0.00
Clark Place to Fitzgerald Place							\$0.00		\$0.00
Fitzgerald Place to Niver St							\$0.00		\$0.00
Niver St to Kiep Dr							\$0.00		\$0.00
Kiep Dr to 5584 S. Ridgewood							\$0.00		\$0.00
5584 S. Ridgewood to Farnbrook Rd							\$0.00		\$0.00
Farnbrook Rd to E. Bayshore Dr							\$0.00		\$0.00
E. Bayshore Dr to Nova Rd							\$0.00		\$0.00
Nova Rd to South City Limits (Rose Bay Bridge)							\$0.00		\$0.00
3 Ridgewood Avenue Roadsides				78,910	1.81		\$0.00	N/A	\$0.00
4 Dunlawton Avenue Medians				338,744	7.78		\$0.00	N/A	\$0.00
Summertrees Road to I-95							\$0.00		\$0.00
I-95 to 1788 Dunlawton Ave							\$0.00		\$0.00
1788 Dunlawton to Yorktowne Blvd							\$0.00		\$0.00
Yorktowne Blvd to Clyde Morris Blvd							\$0.00		\$0.00
Clyde Morris Blvd to Victoria Garden/City Center Pkw.							\$0.00		\$0.00
Victoria Garden/City Center Pkw. to N. Swallow Tail/ Village Trail							\$0.00		\$0.00
N. Swallow Tail/ Village Trail to S. Swallow Tail Dr							\$0.00		\$0.00
S. Swallow Tail Dr to Jackson St.							\$0.00		\$0.00
Jackson St. to Dunlawton Hills Subdivision							\$0.00		\$0.00
Dunlawton Hills to Oak St							\$0.00		\$0.00
Oak St to Spruce Creek Rd							\$0.00		\$0.00
Spruce Creek Rd to RR Crossing							\$0.00		\$0.00
RR Crossing to US 1							\$0.00		\$0.00
5 Dunlawton Avenue Roadsides*				791,044	18.16		\$0.00	N/A	\$0.00
6 Nova Road Medians				90,208	2.07		\$0.00	12	\$0.00
Isabelle Ave to Regency Blvd							\$0.00		\$0.00
Regency Blvd to Wood St							\$0.00		\$0.00
Wood St to Durant Dr							\$0.00		\$0.00
Durant Dr to Spruce Creek Rd							\$0.00		\$0.00
Spruce Creek Rd to Miles Dr							\$0.00		\$0.00
Miles Dr to Tree Garden Dr							\$0.00		\$0.00
Tree Garden Dr to Village Trl							\$0.00		\$0.00
Village Trl to Dunlawton Ave							\$0.00		\$0.00
Dunlawton Ave to Eagle Lake Trl							\$0.00		\$0.00
7 Nova Road Roadsides*				404,895	9.26		\$0.00	N/A	\$0.00
Total Bid Cost								\$0.00	

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM								
CITY OF PORT ORANGE								
ITB # 19-18								
MAJOR THROUGHFARE LANDSCAPING MAINTENANCE								
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission								
Instruction to save Attachment from DemandStar website:								
Bidders are required to complete all fields shaded in green ONLY. will be automatically calculated.			All other fields					
			NAME OF BUSINESS:					
			CONTACT PERSON:					
			EMAIL ADDRESS:					
			AUTHORIZED NAME:					
			AUTHORIZED					

RIGHTS OF WAY MAINTENANCE LEVELS			MAINTENANCE		MULCH		TOTAL ANNUAL COST
Maintenance - 52 Services			COST PER	TOTAL	QUANTITIES	COST PER	
Mulch - 1 x per Year			Service	ANNUAL COST	Cubic yards	Application	ALL APPLICATIONS
ROAD NAME	SQUARE FOOTAGE	ACRES					
1 Causeway and High Rise Bridge	32,427	0.72		\$0.00	131		\$0.00
2 Ridgewood Avenue Medians	140,852	3.23	\$0.00	\$0.00	140	\$0.00	\$0.00
	North City Limits to Ocean Ave						
	Ocean Ave to Herbert St						
	Herbert St to Dunlawton Ave						
	Dunlawton Ave to Meeker Place						
	Meeker Place to Oak St						
	Oak St to Fox Place						
	Fox Place to White St						
	White St to Fleming Ave						
	Fleming Ave to Norman St						
	Norman St to Rogers Place						
	Rogers Place to Howes St						
	Howes St to Clark Place						
	Clark Place to Fitzgerald Place						
	Fitzgerald Place to Niver St						
	Niver St to Kiep Dr						
	Kiep Dr to 5584 S. Ridgewood						
	5584 S. Ridgewood to Farmbrook Rd						
	Farmbrook Rd to E. Bayshore Dr						
	E. Bayshore Dr to Nova Rd						
	Nova Rd to South City Limits (Rose Bay Bridge)						
3 Ridgewood Avenue Roadsides	78,910	1.81		\$0.00	N/A		\$0.00
4 Dunlawton Avenue Medians	338,744	7.78	\$0.00	\$0.00	Included in H22 above		\$0.00
	Summertrees Road to I-95						
	I-95 to 1788 Dunlawton Ave						
	1788 Dunlawton to Yorktowne Blvd						
	Yorktowne Blvd to Clyde Morris Blvd						
	Clyde Morris Blvd to Victoria Garden/City Center Pkw.						
	Victoria Garden/City Center Pkw. to N. Swallow Tail/ Village Trail						
	N. Swallow Tail/ Village Trail to S. Swallow Tail Dr						
	S. Swallow Tail Dr to Jackson St						
	Jackson St. to Dunlawton Hills Subdivision						
	Dunlawton Hills to Oak St						
	Oak St to Spruce Creek Rd						
	Spruce Creek Rd to RR Crossing						
	RR Crossing to US 1						
5 Dunlawton Avenue Roadsides*	791,044	18.16		\$0.00	N/A		\$0.00
6 Nova Road Medians	90,208	2.07	\$0.00	\$0.00	12	\$0.00	\$0.00
	Isabelle Ave to Regency Blvd						
	Regency Blvd to Wood St						
	Wood St to Durant Dr						
	Durant Dr to Spruce Creek Rd						
	Spruce Creek Rd to Miles Dr						
	Miles Dr to Tree Garden Dr						
	Tree Garden Dr to Village Trl						
	Village Trl to Dunlawton Ave						
	Dunlawton Ave to Eagle Lake Trl						
7 Nova Road Roadsides*	404,895	9.26		\$0.00	N/A		\$0.00
						Total Bid Cost	\$0.00



NON MANDATORY PRE-BID
CONFERENCE

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

7/11/2019 1:00 P.M.

ITB# 19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE

PLEASE WRITE LEGALLY

#	Name	Signature	Title	Company	Phone	Email
1	David Van Valkenburgh		Purchasing Agent	City of Port Orange	386-506-5704	dvanvalkenburgh@port-orange.org
2	Joseph Castro		Purchasing Buyer	City of Port Orange	386-506-5717	jcastro@port-orange.org
3	Michael Hall		Purchasing Buyer	City of Port Orange	386-506-5740	mhall@port-orange.org
4	STEPHEN STERSHIC		Asst Mgr	YELLOWSTONE	386-295-7029	SSTERSHIC@YELLOWSTONELANDSCAPE.COM
5	Barry CRITCHER		BDM	YELLOWSTONE	386-3649	BCKITCHER@YELLOWSTONELANDSCAPE.COM
6	Billy Gerouse		BDM	Verdego	386-250-023	bgerouse@verdego.com
7	Kathrine Martin		Eng. Inspector	POPW	506-5597	kmartin@port-orange.org
8	Randy Butcher		dept - Dir	POPW		
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

purchdiv@port-orange.org

July 25, 2019

19-18 Major Thoroughfare Landscaping Maintenance

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 27, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) Pricing sheet revised 07.14.2019
- 2) Mulching – causeway and highway bridge mulch is labeled on the cost and pricing sheet as 133 cubic yards, this is for the entire Dunlawton Median, see revised pricing sheet
- 3) The new scope of work has increased the amount of work that is required compared to previous scope of work for this landscaping

B. CHANGES TO SPECIFICATIONS:

C. QUESTIONS AND ANSWERS:

Question 1. Has a budget or a cost estimate been established for this project? Is there a start date in mind?

Answer: We do not have a cost estimate and the start date is Oct.1.

Question 2. Can you please confirm that Fertilizer, Pesticide & Herbicide treatment of Turf, Trees, Palm Trees and Shrubs is NOT included in this ITB?

Answer: Correct, NOT included

Questions 3. scope does not mention or include Fertilization of the turf and shrubs. This caught my eye, because the Right of Ways Scope of Work does. Can you please confirm for me that the Major Thoroughfare's bid does not include Fertilization or if it was an oversight please confirm we should include Fertilization?

Answer: No, it is not included in this bid.

Question 4. Page 12 Trash and Debris Cleanup: Scope states the Contractor shall be responsible for removing all litter and debris prior to mowing. Regardless of its source or the size of litter and debris from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This is not in the current scope of work; Is the contractor responsible for any and all trash and debris--including hurricane debris--in the areas that we are maintaining? Is this correct? The contractor should be exempt for storm damage trash and debris. If a hurricane come the contractor is responsible for cleaning up the debris

Answer: Technically, No. The Contractor shall not be responsible for removing all litter and debris that is the result of a hurricane.

Question 5. Page 13 Edging of the turf grass, currently there is not an edge there now, will the edge be set what needs to be maintained, or will we need to create the edge?

Answer: The city will set the edge and the contractor will maintain it

Question 6. It states the Contactor shall remove all existing/old mulch, can you please clarify this? Do we have to have the area inspected before the new mulch is put down?

Answer: YES, that is correct. All old mulch needs to be removed before the new mulch is put in. Include pricing on the one line on the pricing sheet for mulching, and yes it needs to be inspected after removing

Question 7. Invoicing on page 17 of 79, DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted. Will there be a deduction if it is corrected?

Answer: If there is a deficiency during inspection, the contractor will have 24 hours to correct, and there will be a final inspection. The deduction will only occur if the deficiencies were not corrected.

Question 8. CPI Rate Adjustment is in the ITB but there isn't clarification for it; It is not addressed in the ITB. Can we leave it in there?

Answer: CPI will not apply. Escalation/De-escalation is addressed in Section 6 and will apply to this ITB.

Question 9. Can the CPI be added back into the ITB?

Answer: No it can not be added back into the ITB

Questions 10. Can the Escalation/De-escalation be addressed in Section 6 and will apply to this ITB for each year of the contract?

Answer: NO, The Escalation/De-escalation is addressed in Section 6 and will apply to this ITB.

Question 11. Is there a way to research previous bids were?

Answer: Yes all the previous bids can be found on City Website, needs to click the closed bids, and if you need any additional information you can request in that information through the City Clerk's office.

David Van Valkenburgh CFCM, C.P.M.

Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-18 remains unchanged.

END OF ADDENDUM NO. #1

Michael Hall Buyer
David Van Valkenburgh Purchasing Agent
Joseph Castro Purchasing Buyer

YES

NO

NO Response



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE

OPENING DATE/TIME: 8/1/2019 AT 2:30 P.M.

				Response 1	Response 2
Submittal Required Forms (mark "yes" or "no")				VerdeGo Bunnell Flager County	Yellowstone Landscaping Daytona Volusia County
1	Form 7.2 – Vendor’s Acknowledgement			YES	YES
2	Form 7.3 – Addendum and Change Order Procedure			YES	YES
3	Form 7.4 – Drug Free/Tie Preference Statement			YES	YES
4	Form 7.5 – Public Entity Crimes Statement			YES	YES
5	Form 7.6 – Affidavit of Anti-Collusion			YES	YES
6	Form 7.7 – Authorized Signatures/Negotiators			YES	YES
7	Form 7.8– Statement of Vendor’s Qualifications			YES	YES
8	Form 7.9 – Professional References for Previous Experience			YES	YES
9	Form 7.10 – Listing of Subcontractors			YES	YES
10	Form 7.12 – Local Business Affidavit of Eligibility			YES	YES
11	Form 7.13 – Certificate as to Corporate Principal			YES	YES
12	Attachment 1 - Bid Proposal			YES	YES
13	Bid Bond			YES	YES
14	Copy of Commercial Entity License			YES	YES
	1 Original, 1 Digital (CD or flash drive) in PDF format.			YES	YES
	Deemed Responsive			YES	YES
	Additional Comments				

				MAINTENANCE		MULCH		TOTAL ANNUAL COST			MULCH		TOTAL ANNUAL COST
ITEM #	ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER SERVICE	TOTAL ANNUAL COST	ESTIMATED QUANTITIES (CUBIC YARDS)	COST PER APPLICATION	ALL APPLICATIONS	COST PER SERVICE	TOTAL ANNUAL COST	ESTIMATED QUANTITIES (CUBIC YARDS)	COST PER APPLICATION	ALL APPLICATIONS
1	Causeway and High Rise Bridge	32,427	0.72	\$335.02	\$17,421.04	131	\$5,895.00	\$23,316.04	\$140.00	\$7,280.00	131	\$7,205.00	\$14,485.00
2	Ridgewood Avenue Medians	140,852	3.23	\$467.60	\$24,315.20	140	\$6,300.00	\$30,615.30	\$900.00	\$46,800.00	140	\$7,700.00	\$54,500.00
3	Ridgewood Avenue Roadsides	78,910	1.81	\$617.00	\$32,084.00	N/A		\$32,084.00	\$380.00	\$19,760.00	N/A		\$19,760.00
4	Dunlawton Avenue Medians	338,744	7.78	\$741.00	\$38,532.00	N/A		\$38,532.00	\$925.00	\$48,100.00	N/A		\$48,100.00
5	Dunlawton Avenue Roadsides*	791,044	18.16	\$1,410.00	\$73,320.00	N/A		\$73,320.00	\$1,350.00	\$70,200.00	N/A		\$70,200.00
6	Nova Road Medians	90,208	2.07	\$371.79	\$19,333.08	12	\$540.00	\$19,873.08	\$345.00	\$17,940.00	12	\$660.00	\$18,600.00
7	Nova Road Roadsides*	404,895	9.26	\$712.57	\$37,053.64	N/A		\$37,053.64	\$850.00	\$44,200.00	N/A		\$44,200.00
				TOTAL ANNUAL COST ALL APPS:				\$254,794.06	TOTAL ANNUAL COST ALL APPS:				\$269,845.00
	Opened and tabulated by: David Van Valkenburgh Purchasing Agent												
	Witnessed by: Joseph Castro Purchasing Buyer												



City of Port Orange
Major Thoroughfare
Landscape Maintenance
ITB #19-18

8/1/19



386-931-6018 Phone
3335 North State Street
Bunnell, FL 32110

August 1, 2019

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: Bid Proposal For Landscape Maintenance

Dear Mr. Van Valkenburgh,

Thank you for the opportunity to provide a proposal for City of Port Orange Major Thoroughfare Landscape Maintenance. At VerdeGo, we fully understand the high expectations for your property, and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 15 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 60 full-time employees. Many of our employees have multiple certifications (BMP, OHSA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

T.J. McNitt
Owner
tmcnitt@verdego.com
386-931-6018

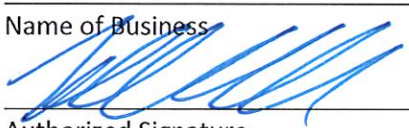


Proposal

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Vendor’s Acknowledgement
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free/Tie Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Affidavit of Anti-Collusion
- X Form 7.7– Statement of Vendor’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – Local Business Affidavit of Eligibility
- X Form 7.10 – Listing of Subcontractors
- X Attachment 1 – Bid Proposal
- X Bid Bond
- X Copy of License (Contractor, Sunbiz, etc.)
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: VerdeGo LLC
Name of Business


Authorized Signature
August 1, 2019
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

VerdeGo LLC

NAME OF BUSINESS

PO Box 789

MAILING ADDRESS

T.J. McNitt

AUTHORIZED SIGNATURE

Bunnell, FL 32110

CITY, STATE & ZIP CODE

T.J. McNitt / Owner

NAME, TITLE, TYPED

386-437-3122/

TELEPHONE NUMBER / FAX NUMBER

27-4398666

FEDERAL IDENTIFICATION #

tmcnitt@verdego.com

E-MAIL ADDRESS

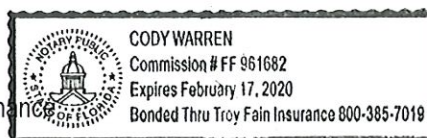
STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of August 1, 2019 by TJ McNitt, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 02/17/2020

Cody Warren
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 7/25/19 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

VerdeGo LLC

Name of Business

By: 

Printed Name: TJ McNitt

Title: Owner

STATE OF Florida
COUNTY OF Flagler

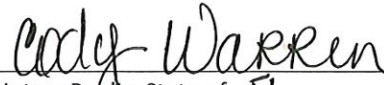
Sworn to (or affirmed) and subscribed before me this 1st day of August, 2019, by
TJ McNitt, as Owner of _____
(NAME) (TITLE)

VerdeGo LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

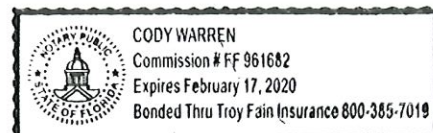
☐ has produced _____ as identification.



Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

VerdeGo LLC

Name of Business

By: 

Printed Name: TJ McNitt

Title: Owner

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 1st day of August, 2019, by
TJ McNitt, as Owner of
(NAME) (TITLE)

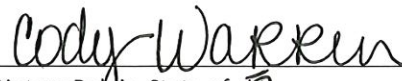
VerdeGo LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

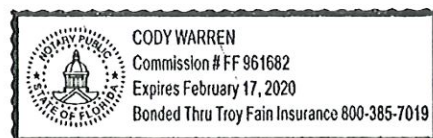
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal



Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant TJ McNitt, who, being by me first duly sworn, made the following statement:

1. The business address of VerdeGo LLC (name of Offeror or business) is 3335 N. State Street, Bunnell, FL 32110.
2. My relationship to VerdeGo LLC (name of Offeror or business) is Owner (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

VerdeGo LLC
Name of Business
By: [Signature]
Printed Name: TJ McNitt
Title: Owner

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 1st day of August, 2019, by
TJ McNitt, as Owner of
VerdeGo LLC and who:

[Notary: Please select one]

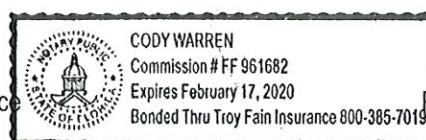
☒ is personally known to me; or

☐ has produced _____ as identification.

Cody Warren
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

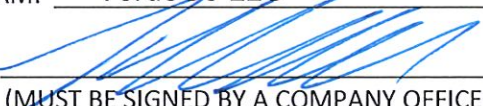
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: VerdeGo LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: TJ McNitt

TITLE: Owner

ADDRESS: 3335 N. State Street (PO Box 789)

Bunnell
CITY: STATE: FL ZIP CODE: 32110
386-437-3122

TELEPHONE: FAX: 386-437-6883

COMPLETION TIME: _____

F.E.I.N. NUMBER: 27-4398666

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. VerdeGo LLC
- B. Permanent main office address. 3335 N. State Street, Bunnell, FL 32110
- C. Date organized. 12/31/2010
- D. If a corporation, where incorporated. N/A
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 8.5 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. See Attached
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment currently owned or leased. See Attached
- L. Experience in work similar to this type of project. Florida Hospital, LPGA, Reserve at Ormond, Rivertown (Mattamy Homes), City of Flager Beach, City of Daytona Beach
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ \$350,000
- O. Give bank reference: Lauri Alves- Intracoastal Bank
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

VerdeGo LLC
Name of Business
By: [Signature]
Printed Name: TJ McNitt
Title: Owner

STATE OF Florida
COUNTY OF Flagler

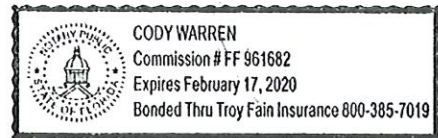
Sworn to (or affirmed) and subscribed before me this 1st day of August, 2019, by
TJ McNitt, as Owner
of VerdeGo LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Cody Warren
Notary Public State of FL
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

Sample of equipment provided to properties under contract

Type	Model	Year	Description	Division
			Rivers Edge CDD	
Ford	F-250	2017	Truck 2045	MT-St. Augustine
Trailer	Anvil	2018	Trailer T-111	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Troy Built		Troy Built 30" Push Mower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS130		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	MS130		Stihl Chain Saw	MT-St. Augustine
Ford	F-150	2012	Truck 2027	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	KM130R		Stihl Combo Unit	MT-St. Augustine
Vaccum	Billit Goat		Billy Goat Leaf Vacuum	MT-St. Augustine
Isuzu	NPR	2019	Truck 2055	MT-St. Augustine
Trailer	Tandem	2019	Trailer Dump T-122	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	FC91Z		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
ATV	Kubota		Kubota 4 Seater RTV-X1140W-A	MT-St. Augustine
Ford	Transit	2019	Transit 2059	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
Middle Village and Double Branch				
Ford	F-250	2017	Truck 2049	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-113	MT-St. Augustine
Mower	Exmark		Exmark Vantage 52" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Push Mower 30"	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC90		Stihl Edger	MT-St. Augustine
2-Cycle	FS91R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2018	Truck 2056	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-120	MT-St. Augustine
Mower	Exmark		Exmark Vantage 60" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2019	Truck 2057	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-121	MT-St. Augustine
Mower	Exmark		Exmark 72" RD ZTR	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
Mower	Toro		Toro Reel Master 3100-D	MT-St. Augustine
Mower	Toro		Toro Greens Master 1600	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
2-Cycle	MS170		Stihl Chainsaw	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
Bartram Springs CDD				
Ford	F-250	2017	Truck 2061	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-126	MT-St. Augustine
Isuzu	NPR	2019	Truck 2062	MT-St. Augustine
Mower	Exmark		52" Walk Behind X-Series	MT-St. Augustine
Mower	Exmark		60" ZTR	MT-St. Augustine
Mower	Exmark		96" ZTR Diesel	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HT103		Stihl Polesaw	MT-St. Augustine
2-Cycle			Stihl Combo Unit	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
World Golf Village				
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine



August 1, 2019

VerdeGo has a wide range of experience, knowledge and resources allowing us to offer a truly complete selection of landscape installation, maintenance, and management services to our clientele. VerdeGo maintains a wide range of clients with diverse project requirements that give us a unique perspective on effectively meeting expectations economically, as well as maximizing communication, stressing safety and ensuring the highest levels of quality and productivity.

Meeting Your Goals

VerdeGo's key is our intensive planning and scheduling phase. When we design the plan for successful completion of a project, our team collaborates on a companywide level to ensure all facets of the operation are accounted for in the plan. The services we provide include proposal development, pre-construction meetings, project timelines, regular project schedule reviews, site visit reviews, task planning, and other project planning amenities. Our planning for projects continues throughout the project life cycle, but is most important during the initial phase of the project. VerdeGo's specialized team continues to utilize the most innovative solutions to keep our projects up-to-date, on task, within the budget, and ahead of schedule. Collaboration is a critical component of a successful project and our team strives to keep an open source of communication so that we can meet our goals.

Quality Assurance

Our reputation is built upon the quality of service we provide, along with the value of the product we deliver. Our success is dependent upon constant improvement to our organization. Our highly skilled and qualified staff are equipped to implement these improvements to provide our clientele with quality and value on any project.

Our Quality Assurance program is designed to meet and exceed our client's expectations, not only by the way of deliverables, but also the activities performed to produce those deliverables. Our quality control staff has an extensive portfolio in tasks such as:

- Management Oversight
- Quality Control
- Record Keeping
- Safety and Technical Training
- Purchase Leveraging
- Permitting and Regulations Management
- Innovations through Technology

Our goal is to provide our clients with the best quality possible. We continuously evaluate our systems and work towards advancing our knowledge in the industry to provide as promised results to our clients.

Performance

- We strive to improve ourselves by routinely seeking and giving feedback.
- We measure our performance against established expectations and take corrective action as needed.
- We make time for training and development.
- We know that successful performance is no accident. It requires discipline and active commitment to be exceptional.

Please feel free to contact us if you have any questions. It would be a pleasure to meet with you and introduce our team.

F. Contracts on Hand:

- Rivertown (Mattamy Homes) \$1,100,000
- Oakleaf Plantation (Double Branch Middle Village CDDs) \$785,000
- Ocean Hammock POA \$700,000
- Advent Health Hospital \$350,000
- City of Daytona Beach \$500,00
- Additional Contracts will be provided by request

M: Background and experience of the principal members of your organization:

Collectively, our owner and two additional senior leaders have 60+ years of combined landscape industry experience. Also, our members have municipal experience working with Florida organizations such as: The City of Palm Coast, City of Ormond Beach, City of New Smyrna, and Volusia County Schools. Our staff hold multiple University of Florida Certifications, General Contracting License, Arborist Certification, as well as degrees from accredited institutions in Finance, Turfgrass Management, Landscape Construction & Contracting, plus: landscape Horticulture.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Daytona Beach
Contact Person: Mark Pincket- Technical Services Contract Manager
City, State: Daytona Beach, FL
Telephone Number: 386-671-8634
Email Address: PincketMark@CODB.US
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$500,000
Start/End Date of Contract: On Going
2. Company Name: Advent Health (Formerly Florida Memorial Hospital)
Contact Person: Drew Doste
City, State: Daytona Beach, FL
Telephone Number: 386-231-3084
Email Address: richard.droste@fhmmc.org
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$300,000-\$400,000
Start/End Date of Contract: 12/18/15-12/31/2019
3. Company Name: Ocean Hammock POA
Contact Person: Chris Abdalla
City, State: Palm Coast, FL
Telephone Number: 386-445-6333
Email Address: cabdalla@mayresort.com
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$700,000
Start/End Date of Contract: On Going

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Listed Below				
2					
3					

This document must be completed and returned with your Submittal.

References



Project Name: Rivers Edge CDD– Rivertown (Mattamy Homes Community)

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Louis Cowling
90 Lanier Street, St. Johns, FL 32259
904-362-8099
Louis.Cowling@mattamycorp.com

Project Name: Ocean Hammock POA

Client Since: 2017

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Chris Abdalla (May Management)
1 Hammock Beach Parkway
Palm Coast, FL 32137

Project Name: Bartram Springs CDD

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Kevin Colcord—Board President
14530 E Cherry Lake Dr
Jacksonville, FL 32258
904-451-6808

*As of Jan.1, 2019 we earned the contract for Oakleaf Plantation, which consists of both Double Branch CDD and Middle Village CDD.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: A & M Tree Service

Description of Work: Arborcare / Palm & Tree Pruning

Percent of Contract Price: 20%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: VerdeGo LLC

CONTACT PERSON/TITLE: William Genovese- Dir. of Business Development

MAILING ADDRESS: PO Box 789

CITY-STATE-ZIP: Bunnell, FL 32110

Length of Time at Address Provided: 10 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 27-4398666

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-437-3122 FAX: 386-437-6883

EMAIL: tmcnitt@verdego.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared TJ McNitt who, after being sworn according to law, stated that he or she was authorized to represent VerdeGo LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Cody Warren
SIGNATURE OF NOTARY PUBLIC
THIS 1st DAY OF August, 2019
My Commission Expires: 02/17/2020

[Signature]
SIGNATURE OF AFFIANT DATE

TJ McNitt / Owner
PRINTED NAME OF AFFIANT / TITLE

VerdeGo, LLC
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE Completed Attachment 1 Bid Proposal form MUST be included with Bid Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green ONLY. All other fields will be automatically calculated.									
			NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED						
			VerdeGo Landscape						
			Billy Genovese						
			bgenovese@verdego.com						
RIGHTS OF WAY MAINTENANCE LEVELS Maintenance - 52 Services Mulch - 1 x per Year									
ROAD NAME			SQUARE FOOTAGE	ACRES	MAINTENANCE		MULCH		TOTAL ANNUAL COST
					COST PER Service	TOTAL ANNUAL COST	QUANTITIES Cubic yards	COST PER Application	ALL APPLICATIONS
1 Causeway and High Rise Bridge			32,427	0.72	\$335.02	\$17,421.04	131	\$5,895.00	\$23,316.04
2 Ridgewood Avenue Medians			140,852	3.23	\$467.60	\$24,315.30	140	\$6,300.00	\$30,615.30
North City Limits to Ocean Ave					\$23.38			\$350.00	
Ocean Ave to Herbert St					\$23.38			\$350.00	
Herbert St to Dunlawton Ave					\$23.38			\$350.00	
Dunlawton Ave to Meeker Place					\$23.38			\$350.00	
Meeker Place to Oak St					\$23.38			\$350.00	
Oak St to Fox Place					\$23.38			\$350.00	
Fox Place to White St					\$23.38			\$350.00	
White St to Fleming Ave					\$23.38			\$350.00	
Fleming Ave to Norman St					\$23.38			\$350.00	
Norman St to Rogers Place					\$23.38			\$350.00	
Rogers Place to Howes St					\$23.38			\$350.00	
Howes St to Clark Place					\$23.38			\$350.00	
Clark Place to Fitzgerald Place					\$23.38			\$350.00	
Fitzgerald Place to Niver St					\$23.38			\$350.00	
Niver St to Kiep Dr					\$23.38			\$350.00	
Kiep Dr to 5584 S. Ridgewood					\$23.38			\$350.00	
5584 S. Ridgewood to Farmbrook Rd					\$23.38			\$350.00	
Farmbrook Rd to E. Bayshore Dr					\$23.38			\$350.00	
E. Bayshore Dr to Nova Rd					\$23.38			\$350.00	
Nova Rd to South City Limits (Rose Bay Bridge)					\$23.38			\$350.00	
3 Ridgewood Avenue Roadsides			78,910	1.81	\$617.00	\$32,084.00	N/A		\$32,084.00
4 Dunlawton Avenue Medians			338,744	7.78	\$741.00	\$38,532.00	Included in H22 above		\$38,532.00
Summertrees Road to I-95					\$57.00				
I-95 to 1788 Dunlawton Ave					\$57.00				
1788 Dunlawton to Yorktowne Blvd					\$57.00				
Yorktowne Blvd to Clyde Morris Blvd					\$57.00				
Clyde Morris Blvd to Victoria Garden/City Center Pkw.					\$57.00				
Victoria Garden/City Center Pkw.to N. Swallow Tail/ Village Trail					\$57.00				
N. Swallow Tail/ Village Trail to S. Swallow Tail Dr					\$57.00				
S. Swallow Tail Dr to Jackson St.					\$57.00				
Jackson St. to Dunlawton Hills Subdivision					\$57.00				
Dunlawton Hills to Oak St					\$57.00				
Oak St to Spruce Creek Rd					\$57.00				
Spruce Creek Rd to RR Crossing					\$57.00				
RR Crossing to US 1					\$57.00				
5 Dunlawton Avenue Roadsides*			791,044	18.16	\$1,410.00	\$73,320.00	N/A		\$73,320.00
6 Nova Road Medians			90,208	2.07	\$371.79	\$19,333.08	12	\$540.00	\$19,873.08
Isabelle Ave to Regency Blvd					\$41.31			\$60.00	
Regency Blvd to Wood St					\$41.31			\$60.00	
Wood St to Durant Dr					\$41.31			\$60.00	
Durant Dr to Spruce Creek Rd					\$41.31			\$60.00	
Spruce Creek Rd to Miles Dr					\$41.31			\$60.00	
Miles Dr to Tree Garden Dr					\$41.31			\$60.00	
Tree Garden Dr to Village Trl					\$41.31			\$60.00	

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that VerdeGo Landscape, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3335 North State Street, Bunnell, FL 32110, Tel.: 386-437-3122, (hereinafter called "PRINCIPAL"), and Travelers Casualty and Surety Company of America, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Tower Square, Hartford, CT 06183, Tel.: 407-388-3247 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 1, 2019, for:

Project Name / Bid No.: Major Thoroughfare Landscaping Maintenance / ITB #19-18

Project Address:

Legal Description: See Attached

Description of Work: Major Thoroughfare Landscaping Maintenance

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 31st day of July, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: VerdeGo Landscape, LLC

ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Travelers Casualty
SURETY: and Surety Company of America

Silvan
Attorney-In-Fact (signature)
Stephen P. Farmer, Attorney-In-Fact
Name & Title
Stephen P. Farmer
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 003609 NAIC No.: 31194

ATTEST:

Maugre Hall
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Stephen P. Farmer (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Travelers Casualty and Surety Company of America (corporate surety) and that this person has been authorized by Travelers Casualty and Surety Company of America (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Silvan
Signature of Affiant Stephen P. Farmer

Sworn to / Affirmed and subscribed before me this 31st day of July, 2019, by Stephen P. Farmer who is personally known to me or who produced _____ as identification.



ASHLEY TYREE
Notary Public - State of Florida
My Comm. Expires 6/23/2023
Commission # GG331996

Ashley Tyree
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: GG331996
Commission Expires: June 23, 2023
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 36,728,596	UNEARNED PREMIUMS	\$ 979,007,378
BONDS	3,507,432,239	LOSSES	750,895,604
STOCKS	294,199,598	LOSS ADJUSTMENT EXPENSES	166,673,871
INVESTMENT INCOME DUE AND ACCRUED	38,287,129	COMMISSIONS	45,988,594
OTHER INVESTED ASSETS	3,507,839	TAXES, LICENSES AND FEES	14,584,663
PREMIUM BALANCES	250,478,792	OTHER EXPENSES	43,858,534
NET DEFERRED TAX ASSET	48,781,239	CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,143,037
REINSURANCE RECOVERABLE	29,278,755	REMITTANCES AND ITEMS NOT ALLOCATED	21,277,153
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	14,277,262	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	30,289,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,813,266	RETROACTIVE REINSURANCE RESERVE ASSUMED	810,360
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,488	POLICYHOLDER DIVIDENDS	10,410,755
OTHER ASSETS	4,936,229	PROVISION FOR REINSURANCE	7,641,356
		ADVANCE PREMIUM	1,608,777
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	868,002
		PAYABLE FOR SECURITIES LENDING	14,277,262
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,469,976
		OTHER ACCRUED EXPENSES AND LIABILITIES	335,489
		TOTAL LIABILITIES	\$ 2,145,120,254
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,670,943,418
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,111,227,178
TOTAL ASSETS	\$ 4,256,347,432	TOTAL LIABILITIES & SURPLUS	\$ 4,256,347,432

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

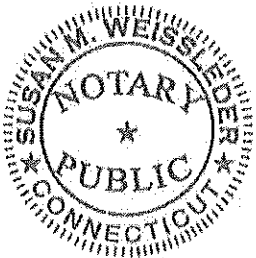
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2018.

Michael J. Doody
VICE PRESIDENT, FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2019

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen P. Farmer of Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **July**, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
VERDEGO, LLC

Filing Information

Document Number	L10000028990
FEI/EIN Number	27-4398666
Date Filed	03/15/2010
State	FL
Status	ACTIVE
Last Event	LC AMENDED/RESTATED
ARTICLE/NAME CHANGE	
Event Date Filed	12/30/2010
Event Effective Date	12/31/2010

Principal Address

3335 N. STATE STREET
BUNNELL, FL 32110

Changed: 03/16/2011

Mailing Address

P.O.BOX 789
BUNNELL, FL 32110

Registered Agent Name & Address

MCNITT, TERRY MJR, Jr.
3335 N. State St
Bunnell, FL 32110

Name Changed: 02/03/2017

Address Changed: 02/03/2017

Authorized Person(s) Detail

Name & Address

Title MGR

MCNITT, TERRY, Jr.
3335 N. STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2017	02/03/2017
2018	02/20/2018
2019	02/08/2019

Document Images

02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
08/20/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
12/30/2010 -- LC Amended/Restated Article/NC	View image in PDF format
03/15/2010 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Certifications & Licenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (386) 767-3161 (A/C, No, Ext): FAX (386) 760-1770 (A/C, No): E-MAIL: melissa@catonhosey.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Insurance Company	24112
		INSURER B: Builders Mutual Insurance company	10844
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL17122118677 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ CUR \$500 PD Deductible			TRA5095617	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TRA5095617	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR CLAIMS-MADE			TRA5095617	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCP1056353-0	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Certifications & Licenses



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1506752

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MCNITT, TERRY MARTIN JR.
VERDEGO LLC
39 AUDUBON LANE
FLAGLER BEACH FL 32136

ISSUED: 08/09/2016 DISPLAY AS REQUIRED BY LAW SEQ# L1608090001972

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Beau Eugene Barnett

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®

ISA

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kinnard
Certification Board, Chair
International Society of Arboriculture

IL-5128A Mar 23, 2009 Jun 30, 2018
Certification Number Certified Since Expiration Date

Certifications & Licenses

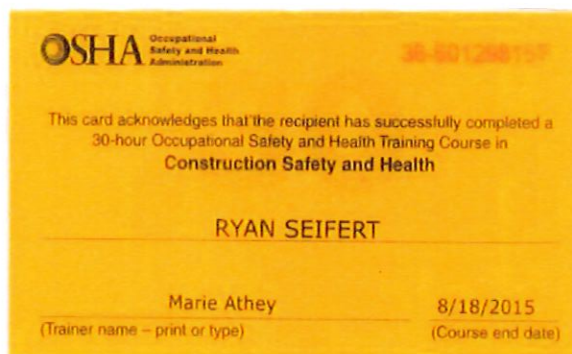
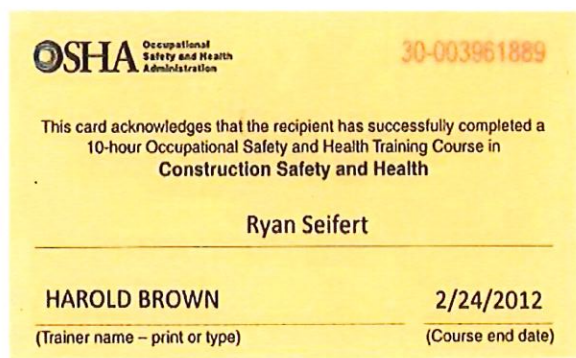


Select Certified
IRRIGATION ASSOCIATION
Experienced professionals. Efficient solutions.



Ryan Seifert
CLIA

Certification ID#: 75785
Expiration Date: 12/31/2017
CEU Cycle: 1/1/2017 to 12/31/2018



Certifications & Licenses



State of  Florida

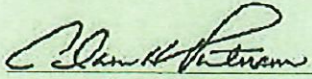
Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB262544

VERDEGO
3335 NORTH STATE STREET, BUNNELL, FL 32110

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2018 as prescribed by Law.


Adam H. Putnam
Commissioner of Agriculture

Issue Date: August 23, 2017

FDACS 13618.06/01

Certifications & Licenses



Certifications & Licenses



Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Examination & Licensing Unit
PO BOX 441
Trenton, NJ 08625-0411
(609)-777-1013

Please detach your license and carry it with you for identification purposes.

JOHN S SPRAGUE
2880 LANGHORNE-YARDLEY RD
C/O AUTUMN HILL LANDSCAPE INC
LANGHORNE PA 19047

Document #: 102237000

DEPARTMENT OF ENVIRONMENTAL PROTECTION	STATE OF NEW JERSEY
Hereby Certifies the Goodstanding of:	
JOHN S SPRAGUE	SSN:
License No. 0015835	Reg No. 0015835
AS A LICENSED: LANDSCAPE IRRIGATION	
Expires: 01/31/13	Document #: 102237000

TO DETACH

- Push license down thru paper.



**Company History,
Experience
&
Services**

Our History



History

At VerdeGo, we opened our doors in 2002 as a small, locally owned company.

Our owner, T.J. McNitt, a Flagler County native, realized the area's need for a friendly retail garden center that provided the ability for homeowners to beautify their residences with affordable plants and landscaping.

As Palm Coast and the surrounding areas grew, so too did VerdeGo. In 2005, we launched our full-service design center, offering groundbreaking trends in commercial and residential design, including irrigation, lighting and hardscape. This service was added to our already successful retail center and landscape installation division.

Our continued success in the industry led us to open our landscape maintenance division. Today, we take pride in serving the landscape architecture, installation and maintenance needs of Flagler, Volusia and St. Johns Counties.

At VerdeGo, we offer a comprehensive approach to managing the outdoor needs of properties such as yours. Our professional team is certified in University of Florida's Green Industries Best Management Practices and is dedicated to offering the time, care and dedication your superior landscape deserves. Our team provides sustainable solutions to meet and surpass your needs and expectations.

We pride ourselves not only on our attractive landscape design, professional installation and quality maintenance but also on the wealth of knowledge and experience of our team.

We invite you to experience more at www.VerdeGo.com.

Experience

Installation / Maintenance / Design



Installation



- Industrial, Commercial - Shopping Centers, Roadways & Office Parks
- High End Residential - Plantation Bay, Ocean Hammock, Grand Haven
- Parks & Recreation - Holland Park

Maintenance



- State of Florida's 'Best Management Practices'
- Skilled & Experienced Personnel
- Pro-Active Communication with Focus on the 'Details'

Design



- Personnel Education / Training

Bachelor of Landscape Architecture

Florida Certified Landscape Designer

AutoCAD & 3D Modeling

Irrigation Installation & Management

Certified & Licensed Technicians



Irrigation Installation & Management

- **Installation** - Our highly qualified technicians are licensed and certified.
- **Maintenance** - Monthly performance checks are scheduled.
 - The proper coverage of all areas is ensured.
- **Service Calls** - Our team of trained and licensed irrigation technicians are ready to deploy and serve you.



Fertilization & Pest Management

Certified Pest Control Operators



Fertilization & Pest Management

- Our goal is to achieve the optimal health of all trees, palms, shrubs and turf.
- Our team is comprised of licensed and experienced technicians.
- A site-specific analysis and management programs are offered.



Fertilization

- We have commercial, resort and residential experience.
- The environmental impacts are considered.
- All equipment is updated and efficient.



Pest Management

- Pest management includes insecticide, herbicide and fungicide applications.
- Our team is comprised of knowledgeable personnel to identify and treat all needs of the landscape.
- All safety standards are promoted and maintained.

Landscape Lighting

VerdeGo, Lighting the Way



Landscape Lighting

- Final Step To Create A Beautiful Landscape
- Low Voltage
- Highlighting Specimen Palms & Trees
- 15—Lifetime Warranties
- Anti—Rust And Corrosion
- High-Quality Halogen or Astro-Brite Lamps
- 2,000-Hours Life Expectancy



Landscape Management Specifications

Landscape Management Specifications

1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
 - ◊ Color
 - ◊ Density
 - ◊ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.



Landscape Management Specifications

2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our leaders are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. VerdeGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material





Landscape Management Specifi-

3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.



3335 North State Street
Bunnell, FL 32110
386-437-3122
www.verdego.com

Landscape Maintenance Services Proposal

Prepared For

**THE CITY OF PORT ORANGE
ITB #19-18, MAJOR THOROUGHFARE
LANDSCAPING MAINTENANCE**

AUGUST 1, 2019 @ 3:30PM



YELLOWSTONE
LANDSCAPE



386-248-3298 tel
386-437-5143 fax

1077 Derbyshire Rd
Daytona Beach, FL 32117

August 1, 2019

David Van Valkenburgh, Purchasing Agent
City of Port Orange, City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: ITB #19-18, MAJOR THOROUGHFARE LANDSCAPING MAINTENANCE

Dear Mr. Van Valkenburg,

Thank you for the opportunity to extend our partnership with **The City of Port Orange**. Our proposal has been Created to address the specific needs and expectations you have expressed for The City of Port Orange's "Major Thoroughfare Landscaping Maintenance". In our proposal, the service levels we have included match the Specifications set forth in ITB #19-18.

As you review our proposal, we wish to highlight that clear communication, proactivity and quality of work are the foundations upon which we've built strong relationships. These traits have allowed us to expand our services to clients throughout Volusia and Flagler county. We remain dedicated to serving all of our clients, from both the public and private sectors, with a commitment to excellence and achieving the best possible appearance for their landscape.

Finally, we certify that the proposal and fee schedule included in this document for **The City of Port Orange** will remain in effect for 90 days after the proposal submission date.

Sincerely,


Barry Critcher
Business Development Manager
bcritcher@yellowstonelandscape.com
386-569-3649

About Yellowstone Landscape



Yellowstone Landscape began in 2008 with the unification of established, independently successful landscape companies across the South.

Since then, we've been linked by a common goal to better serve our clients across the region, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

Yellowstone Landscape has quickly become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 2000 clients from more than twenty branch facilities across six states. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from planning and design, to a mature and thriving landscape in the ground.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.

Quick Facts About Yellowstone Landscape:

- Commercial Services Offered Include: Landscape Design & Installation, Landscape Maintenance, Irrigation System Installation & Maintenance, and Tree Care
- Over 2000 Full-Time Employees & 800 Seasonal and Part-Time Associates
- Established Executive Leadership and Operations Management Teams comprised of some of our industry's most respected men and women
- Safety Program Recognized as Most Proactive in the Landscaping Industry
- More than 1000 Vehicles in Our Service Fleet
- Over 20 Branches Across Six Southern States
- 93% Client Satisfaction Rating in our most recent annual client survey
- Recipient of a National Landscape Award of Excellence 27 times in the past ten years
- More than 1,000,000 trees planted along public roadways through partnerships with local and state agencies across the South

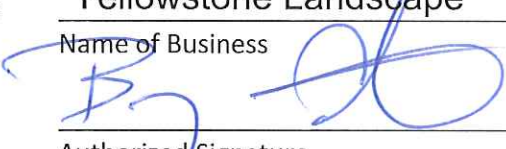
Table of Contents

1. Vendor's Acknowledgement
2. Addendum and Change Order Procedure Acknowledgement
3. Drug Free/Tie Preference Statement
4. Public Entity Crimes Statement
5. Affidavit of Anti-Collusion
6. Statement of Vendor's Qualifications
7. Professional References for Previous Experience
8. Local Business Affidavit of Eligibility
9. Listing of Subcontractors
10. Attachment 1 - Bid Proposal
11. Bid Bond
12. Copy of License

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Yellowstone Landscape
Name of Business

Authorized Signature
July 31, 2019
Date

This document must be completed and returned with your Submittal

Vendor's Acknowledgement

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Yellowstone Landscape

NAME OF BUSINESS

1077 Derbyshire Rd

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Daytona Beach, FL 32117

CITY, STATE & ZIP CODE

Barry Critcher, Business Development Mgr.

NAME, TITLE, TYPED

386.248.3298/386.437.5143

TELEPHONE NUMBER / FAX NUMBER

20-2993503

FEDERAL IDENTIFICATION #

bcritcher@yellowstonelandscape.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of July 29th, 2019 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Dolores M. Mew
Notary Public

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Addendum and Change Order Procedure Acknowledgement

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 7.29.19 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Drug Free/Tie Preference Statement

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Dolores M. Mew
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299

Expires 11/9/2019 Page 53 of 79



Drug-Free Workplace Statement

Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.



Drug-Free Workplace Statement

In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.

Public Entity Crimes Statement

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Barry Critcher, who, being by me first duly sworn, made the following statement:

1. The business address of 1077 Derbyshire Rd., Daytona Beach, FL 32117 (name of Offeror or business) is Yellowstone Landscape.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is BD Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Yellowstone Landscape
Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Dolores M. Mew
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Affidavit of Anti-Collusion

FORM 7.6 – ANTI-COLLUSION FORM

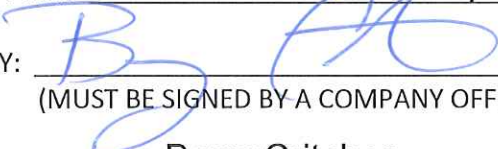
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Yellowstone Landscape

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Barry Critcher

TITLE: Business Development Manager

ADDRESS: 1077 Derbyshire Rd, Daytona Beach

CITY: STATE: FL ZIP CODE: 32117

TELEPHONE: FAX 386.248.3298/386.437.5143

COMPLETION TIME: 07/23/2019

F.E.I.N. NUMBER: 20-2993503

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

Statement of Vendor's Qualifications

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

Please see responses in pages following

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 29th day of July, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922289
Expires 11/9/2019

This document must be completed and returned with your Submittal

Statement of Qualifications



- A. Yellowstone Landscape
- B. 1077 Derbyshire Road
Daytona Beach, FL 32117
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South and Southwest United States.
- H. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.
- L. Please see "Similar Contracts Presently on Hand" in following pages.

Statement of Qualifications



- M. Please see "Principal Officers" in following pages.
- N. \$20,000,000
- O. Antares Capital, L.P.
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
The City of Port Orange	Streetscapes, Rights of Way	Volusia	>\$500,000
The City of Daytona Beach	Streetscapes, Rights of Way	Volusia	>\$100,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000



Listing of Major Equipment

Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>200
Heavy Duty Pickup Trucks	>75
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>125
Motorized Work Carts	>30
Heavy Construction Equipment (Various Caterpillar)	>20

Listing of Major Equipment

Below is a detail asset listing of active fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Asset Number	Short Description	Acquisition Date
000036	Mower, Jacobsen	Nov 1, 2003
000045	Loader, CAT Forks	Feb 1, 2004
000066	Blower, Debris, 23HP	Mar 1, 2005
000067	Blower, Debris, 23HP	Mar 1, 2005
000073	Mower, Jacobsen Greens King	Jun 1, 2005
000074	Mower, Triplex Vanguard, 7'	Jul 1, 2005
000076	Mower, Rotary	Jul 1, 2005
000077	Mowers, Exmark	Jul 1, 2005
000079	Mowers	Aug 1, 2005
000080	Mower, Exmark Lazer, 60"	Sep 1, 2005
000081	Mower, ExMark Walk-behind	Sep 1, 2005
000082	Mower, Turf Tracer, 60 "	Sep 1, 2005
000084	Mower, Walking Greens	Nov 1, 2005
000085	Top Dresser	Nov 1, 2005
000089	Mower, ExMark Lazer Z	Jan 1, 2006
000093	Mower, ExMark, 60"	May 1, 2006
000094	Mower, ExMark, 60"	May 1, 2006
000095	Mower, ExMark, 60"	Jun 1, 2006
000097	Traller, 2005 Performance Galv	Jul 1, 2006
000098	Blower, Buffalo Turbine	Aug 1, 2006
000101	Mower, Bush Hog	Sep 1, 2006
000103	Workman 2110, Toro	Nov 1, 2006
000104	Traller, Wylie Water 2006	Apr 1, 2007
000105	Mower, Toro Reelmaster 3100-D	May 1, 2007
000106	Mower, Toro Reelmaster 3000	May 1, 2007
000107	Mower, Toro Reelmaster 3000	May 1, 2007
000108	Mower, Jacobsen Tri-King 1800	Jun 1, 2007
000130	Root Rake	Apr 1, 2003
000131	Rake Attachment, CAT, 84"	Jun 1, 2003
000136	Boom Arm, CAT	May 1, 2004
000142	Compactor, CAT	Jul 1, 2004
000148	Compactor, Dynapac LF3820	Dec 1, 2004
000149	Wheel Loader Attach, CAT 902 QA	May 1, 2005
000150	Traller, Anderson 7x20, 2005	May 1, 2005
000153	Forks, CAT 262B7 #7026	Nov 1, 2005
000155	Mini Excavator, CAT 303C-CR	Jun 1, 2006
000156	Auger, CAT A26B	Jun 1, 2007
000168	Sump Pump Addition	Dec 1, 2006

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000191	Mower, Vanguard 4200	Nov 1, 2006
000191	Mower, Vanguard 4200	Apr 1, 2014
000276	Dozer, 6-Way, 79"	Jul 1, 2006
000336	Grapple Rake, ASI 78"	Jul 1, 2006
000337	Mower, Davco 705	Oct 1, 2006
000339	Mower, Davco 705	Nov 1, 2006
000380	Sod Cutter, Ryan 18"	Apr 1, 2008
000384	Truck, Ford F350, 2000	Jan 1, 2003
000391	Truck, Ford F250, 2003	May 1, 2003
000391	Truck, Pick Up Bed	May 1, 2014
000403	Trailer, 6 x 16 Anderson	Dec 1, 2006
000404	Truck, GMC Super Lawn, 2005	Dec 1, 2004
000405	Truck, GMC Super Lawn, 2005	Dec 1, 2004
000405	Truck, GM 450 Repairs	Mar 1, 2015
000405	Truck, Front Panel, Windshield	Apr 1, 2015
000407	Trailer, 7 x 20 Anderson 6 ton	Jul 1, 2007
000409	Truck, GMC Super Lawn, 2005	Aug 1, 2005
000410	Truck, GMC Super Lawn, 2006	Oct 1, 2005
000411	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000412	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000413	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000414	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000415	Truck, Chevy Silverado, 2007	May 1, 2007
000428	Truck, Ford F250, 2004	Aug 1, 2004
000432	Forklift, Tag Along Handler	Mar 1, 2006
000436	Truck, Chevy Silverado, 2007	Dec 1, 2006
000437	Truck, 2007 Chevy Silverado	Jun 1, 2007
000445	Trailer, 2004 Anderson 7 x 20	Nov 1, 2006
000451	Trailer, Reefer Model Vs2R	May 1, 2007
000455	Truck, Chevy Silverado, 2007	May 1, 2007
000464	Truck, Kenworth Water, 2005	Jan 1, 2006
000468	Trailer, 48" Trail King, 2006	Feb 1, 2006
000469	Truck, Mack CX Daycab, 2006	Jan 1, 2007
000481	Truck, Ford F150, 2005	Aug 1, 2005
000499	Truck, Ford F150, 2006	Aug 1, 2006
000505	Trailer, 2011 Big Tex 7x14 Dump	May 1, 2006
000506	Trailer, Andersen Deck-Over Dump	Jun 1, 2006
000507	Truck, Chevy Silverado, 2006	Jun 1, 2006
000653	Mower, Exmark Turf Tracer 52"	May 1, 2008
000654	Mower, Exmark Lazer Z 60"	May 1, 2008
000655	Mower, Toro 27" Verti-Cutter	May 1, 2008

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000656	Mower, Toro Greensmaster 1000	May 1, 2008
000709	Air Compressor	Sep 1, 2007
000710	Rolling Jack	Sep 1, 2007
000711	Lubrication Equipment	Sep 1, 2007
000714	Mig Welder	Sep 1, 2007
000715	Flammable Storage Cabinet	Sep 1, 2007
000716	Tire Changer and Balancer	Sep 1, 2007
000717	Small Equipment Lifts	Sep 1, 2007
000718	Shop Tools	Sep 1, 2007
000719	Shop Heater (Napa)	Sep 1, 2007
000720	Welder, Millermatic 251	Sep 1, 2007
000721	Pneumatic Lift	Sep 1, 2007
000742	Truck, Chevy Silverado, 2007	Aug 1, 2007
000744	Truck, Chevy Silverado, 2007	Oct 1, 2007
000747	Trailer, Fontaine Drop Deck+	Nov 1, 2007
000749	Truck, Ford F650, 2000	Jan 1, 2008
000752	Wheel Loader, CAT 914G	Dec 1, 2004
000801	Truck, GMC Super Lawn, 2007	Mar 31, 2008
000804	Mower, Exmark Turf Tracer 52"	Jun 1, 2008
000805	Mower, Exmark Turf Tracer 60"	Jun 1, 2008
000807	CAT Telehandler Lift Eye/Hook	Jul 1, 2008
000808	CAT T9B Manual Trencher	Jul 1, 2008
000816	Automatic Rotary Blade Grinder	Aug 1, 2008
000819	Sprayer, Skid 100 Gal	Sep 1, 2008
000832	Mower, Exmark Turf Tracer 52"	Mar 1, 2009
000833	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000834	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000835	Mower, Exmark ZTR, 60"	Mar 1, 2009
000837	Mower, Lazer 72"	Mar 1, 2009
000840	Spreader, Vortex Granular	Apr 1, 2009
000877	Trailer, 1989 Wench 8x8 (DL)	Jul 1, 2009
000906	Truck, 2005 Isuzu (DL)	Jul 1, 2009
000926	Spray Star, Smithco	Aug 1, 2009
000932	Mower, Hustler 60" XR7	Aug 1, 2009
000949	Sprayer, 2009 Smart Steer	Feb 1, 2010
000950	Mower, 2006 Toro Greensmaster	Feb 1, 2010
000956	Spray Rig, Toro Multi Pro 1200	Mar 1, 2010
000985	Mower, Exmark 60" Lazer	Sep 1, 2010
000992	Loader, Skid Steer	Oct 1, 2010
001006	Ryan Lawn Aerator IV Plus	Jan 1, 2011
001014	Mower, Exmark 36"	Mar 31, 2011

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001015	Mower, Exmark 60"	Apr 1, 2011
001035	Mower, Gravely Pro Turn 260	Jul 1, 2011
001038	Mower, Gravely Pro Turn 260	Jul 1, 2011
001039	Mower, Gravely Pro Turn 260	Jul 1, 2011
001042	Mower, Gravely Pro Stance 52"	Jul 1, 2011
001056	Truck, 2012 Isuzu NPREFI 18'	Jul 1, 2011
001093	Kubota Util Vehicle SN-C0739	Sep 1, 2011
001094	Kubota Util Vehicle SN-C2811	Sep 1, 2011
001095	Kubota Util Vehicle SN-C4184	Sep 1, 2011
001096	Kubota Util Vehicle SN-18710	Sep 1, 2011
001097	Kubota Util Vehicle SN-19064	Sep 1, 2011
001102	Trailer, 5x10 Side Trailer	Sep 1, 2011
001128	Trailer, 2012 Open 7 x 20	Oct 1, 2011
001130	Truck, 2011 XL Cargo Van	Oct 1, 2011
001163	Truck, 2012 F150 PU	Jan 1, 2012
001164	Truck, 2012 Isuzu Crew Cab	Jan 1, 2012
001167	Spreader, PS 200 Prize	Jan 1, 2012
001176	Truck, 2008 Ford F 550 (CS)	Jan 31, 2012
001188	Truck, 2006 Ford Escape (C)	Jan 1, 2012
001213	Truck, 2003 Isuzu (C)	Jan 31, 2012
001226	Truck, 2007 Ford F250 (C)	Jan 31, 2012
001235	Truck, 2008 Ford Ranger (C)	Jan 31, 2012
001241	Truck, 2011 Ford Ranger (C)	Jan 31, 2012
001303	Trailer, Bobcat	Jan 31, 2012
001321	Mower, Exmark 60", (C)	Jan 31, 2012
001326	Mower, Exmark 56", (C)	Jan 31, 2012
001429	Trailer, 14' Utility (C) 2007	Jan 31, 2012
001446	Mower, Gravely Pro Turn 60"	Feb 29, 2012
001490	Truck, Ford XL Cargo Van 2012	Feb 29, 2012
001518	Truck, Ford XL Cargo Van 2012	May 1, 2012
001519	Truck, Ford XL Cargo Van 2012	May 1, 2012
001599	Truck, Ford 2012 Translt #1252	Sep 1, 2012
001600	Truck, Ford F250 Crew #1251	Sep 1, 2012
001601	Truck, Ford F250 Crew #1250	Sep 1, 2012
001602	Truck, Ford F450 4dr #1253	Sep 1, 2012
001603	Truck, Ford F150 Super #1249	Sep 1, 2012
001608	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001609	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001610	Trailer, 2013 Tandem Axle	Sep 1, 2012
001630	Mower, Gravely Pro Turn	Oct 1, 2012
001631	Mower, Gravely Pro Turn	Oct 1, 2012
001633	Mower, Gravely Pro Turn	Oct 1, 2012

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001661	Mower, Gravely Hydro 48	Jan 1, 2013
001662	Mower, Gravely Hydro 48	Jan 1, 2013
001690	Kubota, RTV 900 XTWH	Mar 1, 2013
001691	Kubota, RTV 900 XTWH	Mar 1, 2013
001692	Kubota, RTV 900 XTWH	Mar 1, 2013
001693	Kubota, RTV 900 XTWH	Mar 1, 2013
001694	Kubota, RTV 1140 CPX-H	Mar 1, 2013
001695	Kubota, RTV 1140 CPX-H	Mar 1, 2013
200109	Trailer, 2003 American 7 x 16	Apr 1, 2010
200115	Trailer, 2002	Apr 1, 2010
200124	Trailer, 2006 Superior Flatbed	Apr 1, 2010
200125	Trailer, 2006	Apr 1, 2010
200999	Mower, Gravely Pro Turn	Mar 1, 2013
201000	Mower, Gravely Pro Turn	Mar 1, 2013
201001	Mower, Gravely Pro Turn	Mar 1, 2013
201002	Mower, Gravely Pro Stance	Mar 1, 2013
201064	Trailer, 2013 All Pro, 82 x 20	Apr 1, 2013
201079	Skid, 100 gal w Pump & Reel	May 1, 2013
201092	Buffalo Turbine Cyclone KB4	May 1, 2013
201093	Buffalo Turbine Cyclone KB4	May 1, 2013
201113	Truck, 2013 Isuzu NPR HD #1256	Jun 1, 2013
201155	Truck, 2013 Ford F250 #1263	Jul 1, 2013
204725	Mower, Prowalk 52	Nov 1, 2013
204726	Mower, Prowalk 52	Nov 1, 2013
204728	Mower, Prowalk 52	Nov 1, 2013
204835	Mower, Gravely Pro Turn 260	Mar 1, 2014
204875	Scag Truck Loader	Mar 1, 2014
204877	Cyclone Squared Twin Turbine	Mar 1, 2014
205081	Mower, Exmark LZS	Apr 1, 2014
205082	Mower, Exmark LZS	Apr 1, 2014
205095	Truck, 2013 Ford F150	Apr 1, 2014
205099	100 Gal Skid w Diaphragm Pump	Apr 1, 2014
205102	Trailer, 2014 Big Tex Equipmen	Apr 1, 2014
205104	Kubota, RTV900XTWH	Apr 1, 2014
205105	Kubota, RTV900XTWH	Apr 1, 2014
205106	Kubota, RTV900XTWH	Apr 1, 2014
205108	Truck, 2011 Ford F350 Pick Up	Apr 1, 2014
205127	Trailer, Big Tex Deck 77 x 10	May 1, 2014
205198	Truck, 2013 Translt Connect	May 1, 2014
205275	Truck, 2015 Ford F250 #1297	Jun 1, 2014
205297	Truck, 2015 Ford F350	Jul 1, 2014

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
205451	Mower, Kawasaki 29 HP	Oct 1, 2014
205557	Trailer, 2015 Big Tex 77x16	Mar 1, 2015
205563	Mower, Exmark Lazer S 60"	Mar 1, 2015
205564	Mower, Exmark Lazer S 60"	Mar 1, 2015
205571	Truck, 2015 Ford F250	Mar 1, 2015
205588	Mower, Exmark Standon Aerator	Mar 1, 2015
205589	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205590	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205591	Mower, Exmark Turf Tracer 52"	Mar 1, 2015
205782	Trailer, 2014 7 x 20 Pipe Utili	Apr 1, 2015
205794	Mower, Turf Tracker 52"	Apr 1, 2015
205795	Mower, Lazer Z 72"	Apr 1, 2015
205848	Mower, Lazer S 60"	Apr 1, 2015
205856	Mower, Jacobson F-10 (OB)	May 1, 2015
205857	Mower, Toro 7 Reel (OB)	May 1, 2015
205858	Mower, Toro 3 Reel (OB)	May 1, 2015
205859	Mower, Toro 3 Reel (OB)	May 1, 2015
205860	Sm Equipment, Fertilizer (OB)	May 1, 2015
205861	Toro Cart w/ Sprayer (OB)	May 1, 2015
205862	Sm Equipment, Aerator (OB)	May 1, 2015
205863	Verticutter (OB)	May 1, 2015
205864	Tractor, Ford (OB)	May 1, 2015
205865	Mower, John Deere 3225c (OB)	May 1, 2015
205866	Mower, Toro Z Turn (OB)	May 1, 2015
205914	Mower, Turfco 2000	May 1, 2015
205918	Buffalo Turbine	May 1, 2015
205938	Mower, Lazer S 72"	May 1, 2015
205939	Mower, Lazer S 72"	May 1, 2015
205940	Mower, Lazer S 72"	May 1, 2015
205941	Mower, Turf Tracker 52"	May 1, 2015
206117	Mower, Lazer Z 60"	Aug 1, 2015
206118	Mower, Lazer Z 60"	Aug 1, 2015
206204	Mower, Lazer S 60"	Sep 1, 2015
206205	Mower, TTS 48"	Sep 1, 2015
206213	Trailer, 2015 7x18	Sep 1, 2015
206319	Sm Equipment, 2 cycle	Nov 1, 2015
206324	Sm Equipment, 2 cycle	Nov 1, 2015
206325	Sm Equipment, 2 cycle	Nov 1, 2015
206326	Sm Equipment, 2 cycle	Nov 1, 2015
206327	Sm Equipment, 2 cycle	Nov 1, 2015
206330	Shop Tools	Nov 1, 2015

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
206336	Sm Equipment, 2 cycle	Dec 1, 2015
206379	Sm Equipment, 2 cycle	Mar 1, 2016
206380	Sm Equipment, Bearcat 4" Chipp	Mar 1, 2016
206388	Sm Equipment, 2 cycle	Mar 1, 2016
206390	Buffalo Turbine	Mar 1, 2016
206419	Mower, Lazer S 60"	Mar 1, 2016
206420	Mower, Lazer S 60"	Mar 1, 2016
206421	Mower, Lazer S 60"	Mar 1, 2016
206422	Mower, Lazer S 60"	Mar 1, 2016
206423	Mower, Lazer S 60"	Mar 1, 2016
206424	Mower, Ultra Cut 48"	Mar 1, 2016
206425	Mower, Ultra Cut 48"	Mar 1, 2016
206429	Kubota RTV-X900WH	Mar 1, 2016
206430	100 Gal Skid Diaphragm	Mar 1, 2016
206434	Sm Equipment, 2 cycle	Mar 1, 2016
206435	Mower, Lazer S 72"	Mar 1, 2016
206436	Mower, Turf Tracker 52"	Mar 1, 2016
206437	Mower, Turf Tracker 52"	Mar 1, 2016
206438	Mower, Lazer S 60"	Mar 1, 2016
206516	Sm Equipment, 2 cycle	Apr 1, 2016
206519	Trailer, 2016 Blg Tex Deck	Apr 1, 2016
206520	Trailer, 2016 Blg Tex Tandem	Apr 1, 2016
206521	Trailer, 2016 Blg Tex Tandem	Apr 1, 2016
206597	Truck, 2016 Chevy Silverado	Apr 1, 2016
206598	Truck, 2016 Chevy Silverado	Apr 1, 2016
206604	Sm Equipment, 2 cycle	Apr 1, 2016
206629	Mower, Exmark Lazer S 60"	May 1, 2016
206630	Mower, Exmark Lazer S 60"	May 1, 2016
206631	Mower, Exmark Walk Behind 48"	May 1, 2016
206632	Mower, Exmark Walk Behind 48"	May 1, 2016
206665	Truck, 2016 Ford F350 #1431	Jun 1, 2016
206685	Sm Equipment, 2 cycle	Jun 1, 2016
206762	Sm Equipment, 2 cycle	Aug 1, 2016
206766	Sm Equipment, 2 cycle	Aug 1, 2016
206767	Sm Equipment, 2 cycle	Aug 1, 2016
206777	EZ Trench Groundsaw	Sep 1, 2016
206882	Sm Equipment, 2 cycle	Nov 1, 2016
206883	Sm Equipment, 2 Yr	Nov 1, 2016
206901	Sm Equipment, 2 cycle	Dec 1, 2016
207325	Truck, 2017 Chevy Silverado	Apr 1, 2017
207325	CapEx Repair	Jun 1, 2017

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
207350	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207385	Truck, 2017 Chevy Silverado	Apr 1, 2017
207410	Mower, Exmark Laser Z 60"	Apr 1, 2017
207411	Mower, Exmark Laser Z 60"	Apr 1, 2017
207412	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207413	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207414	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207415	Mower, Exmark Laser Z 60"	Apr 1, 2017
207416	Mower, Exmark Laser Z 72"	Apr 1, 2017
207453	Truck, 2017 Chevy Silverado	May 1, 2017
207454	Spreader, Charlot	May 1, 2017
207486	Small Equipment, 2 Cycle	Jun 1, 2017
207487	Small Equipment, 2 Cycle	Jun 1, 2017
207496	Small Equipment, 2 cycle	Jun 1, 2017
207498	Mower, Reelmaster 5010-H	Jun 1, 2017
207526	Small Equipment, 2 Cycle	Jun 1, 2017
207552	Small Equipment, 2 Cycle	Jun 1, 2017
207553	Truck Decal	Jun 1, 2017
207553	Truck, 2017 Isuzu NPR-HD	Jun 1, 2017
207615	2017 Traller, Blg Tex 7x20	Aug 1, 2017
207646	Small Equipment, 2 Cycle	Sep 1, 2017
207701	Small Equipment, 2 Cycle	Nov 1, 2017
207702	Small Equipment, 2 Cycle	Nov 1, 2017
207882	Mower, Lazer 60"	Mar 1, 2018
207883	Mower, Lazer 60"	Mar 1, 2018
207884	Mower, Lazer 60"	Mar 1, 2018
207885	Mower, Lazer 72"	Mar 1, 2018
207886	Mower, Lazer 72"	Mar 1, 2018
207913	Vehicle, 2018 Chevy Malibu	Mar 1, 2018
207965	CAT 72" Grapple Rake	Apr 1, 2018

Principal Officers



YELLOWSTONE
LANDSCAPE

Our Leadership Team is committed to making Yellowstone Landscape the South's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we are proud to serve more than 2000 clients, across six Southern states, from more than 20 local branch facilities. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Litigation Statement



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	Current	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non-Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

*Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Elinn Peacock
Brown & Brown of Florida, Inc.	PHONE (A/C, No. Ext): (386) 944-5804
P.O. Box 2412	FAX (A/C, No): (386) 933-6113
Daytona Beach FL 32115-2415	E-MAIL ADDRESS: epeacock@bbdaytona.com
INSURED	INSURER(S) AFFORDING COVERAGE
YELLOWSTONE LANDSCAPE, INC	INSURER A: United Specialty Insurance Company
3235 N STATE STREET	INSURER B: Travelers Property Casualty Company of America
PO BOX 849	INSURER C: Great American Insurance Company
Bunnell FL 32110	INSURER D: The Charter Oak Fire Insurance Company
	INSURER E: American Guarantee and Liability Insurance Company
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PESTICIDE & HERBICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		ATNATL1914413	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB2N1103271951D	04/30/2019	04/30/2020	☒ 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
E	EXCESS LIABILITY		AEC348776300	04/30/2019	04/30/2020	OCC & AGG 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

CANCELLATION

YELLOWSTONE LANDSCAPE INC 3235 N STATE ST PO BOX 849 BUNNELL FL 32110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

FORM NUMBER: _____ FORM TITLE: : Notes

COMPLETE LISTING OF NAMED INSURED:

-YELLOWSTONE HOLDINGS, LLC
-YELLOWSTONE INTERMEDIATE HOLDINGS, INC
-YLG HOLDINGS, INC
-YELLOWSTONE LANDSCAPE, INC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR
-ALSW, LLC
-YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
-TEXAS SERVICES, LLC
-BLSW, LLC
-YLC&W, LLC
-LEADERSCAPE PALM BEACH LLC

LEASED/RENTED EQUIPMENT

POLICY NUMBER: MKLM31M0051216
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: MARKET AMERICAN INSURANCE COMPANY
EACH ITEM: \$260,000

POLLUTION LIABILITY

POLICY NUMBER: G71517585001
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: ILLINOIS UNION INSURANCE COMPANY
EACH OCCURRENCE: \$1,000,000

POLICY FORMS:**GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC & TX)**

- 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
- 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS - EMPLOYED BY OTHER)
- 5) CG2404 1083 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 6) VEN06100 0115 - PRIMARY NON-CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
- 8) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

AUTO LIABILITY

- 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US - (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE: FL, GA, NC, SC, AZ, TX, & NV)

- 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
- 2) WC0000R3 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

UMBRELLA LIABILITY

- 1) GAI6002 0897 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER OF SUBROGATION, COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY)

Professional References for Previous Experience

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Mike Demchak
City, State: Ormond Beach, Florida
Telephone Number: 386.299.2452
Email Address: michael.demchak@ormondbeach.org
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$1,000,000
Start/End Date of Contract: 2012 - present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, Florida
Telephone Number: 386.424.2202
Email Address: fmliller@cityofnsb.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2015 - present
3. Company Name: Town Center at Palm Coast
Contact Person: Clint Smith
City, State: Palm Coast, Florida
Telephone Number: 386.931.4496
Email Address: clintsmith@aol.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2006 - present

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	See Previous				
2					
3					

This document must be completed and returned with your Submittal.



Listing of Subcontractors

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without written approval from the City of Port Orange. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

Local Business Affidavit of Eligibility

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 19-18

BUSINESS NAME: Yellowstone Landscape

CONTACT PERSON/TITLE: Barry Critcher/BDM

MAILING ADDRESS: 1077 Derbyshire Rd.

CITY-STATE-ZIP: Daytona Beach, FL 32117

Length of Time at Address Provided: just relocated from 500 Fentress Blvd., Daytona Beach (3+ years)

Physical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 20-2993503

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386.248.3298 FAX: 386.437.5143

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Barry Critcher who, after being sworn according to law, stated that he or she was authorized to represent Yellowstone Landscape and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Dolores M. Mew

SIGNATURE OF NOTARY PUBLIC

THIS 29th DAY OF July, 2019

My Commission Expires: 7/19/19

Bj

SIGNATURE OF AFFIANT

7.29.19

DATE

Barry Critcher/ Business Development Manager

PRINTED NAME OF AFFIANT / TITLE

Yellowstone Landscape

COMPANY

NOTARY SEAL



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

This document must be completed and returned with your Submittal

Attachment 1 - Bid Proposal

MAJOR THROUGHFARE LANDSCAPING MAINTENANCE
Completed Attachment 1 Bid Proposal form **MUST** be included with Bid
Instruction to save Attachment from DemandStar website:

All other

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED NAME:

AUTHORIZED

Maintenance - 52 Services

	SQUARE FOOTAGE	ACRES
--	-------------------	-------

MAINTENANCE		MULCH		TOTAL ANNUAL COST
COST PER Service	TOTAL ANNUAL COST	QUANTITIES Cubic yards	COST PER Application	ALL APPLICATIONS

1	Causeway and High Rise Bridge	32,427	0.72	\$140.00	\$7,280.00	131	\$7,205.00	\$14,485.00
2	Ridgewood Avenue Medians	140,852	3.23	\$900.00	\$46,800.00	140	\$7,700.00	\$54,500.00
	North City Limits to Ocean Ave			\$25.00			\$825.00	
	Ocean Ave to Herbert St			\$25.00			\$385.00	
	Herbert St to Dunlawton Ave			\$25.00			N/A	
	Dunlawton Ave to Meeker Place			\$40.00			\$385.00	
	Meeker Place to Oak St			\$50.00			\$385.00	
	Oak St to Fox Place			\$50.00			\$385.00	
	Fox Place to White St			\$50.00			\$220.00	
	White St to Fleming Ave			\$50.00			N/A	
	Fleming Ave to Norman St			\$50.00			\$385.00	
	Norman St to Rogers Place			\$50.00			\$220.00	
	Rogers Place to Howes St			\$50.00			\$385.00	
	Howes St to Clark Place			\$50.00			N/A	
	Clark Place to Fitzgerald Place			\$50.00			\$385.00	
	Fitzgerald Place to Niver St			\$50.00			\$385.00	
	Niver St to Kiep Dr			\$50.00			\$825.00	
	Kiep Dr to 5584 S. Ridgewood			\$50.00			\$440.00	
	5584 S. Ridgewood to Farmbrook Rd			\$50.00			\$440.00	
	Farmbrook Rd to E. Bayshore Dr			\$45.00			\$550.00	
	E. Bayshore Dr to Nova Rd			\$45.00			\$550.00	
	Nova Rd to South City Limits (Rose Bay Bridge)			\$45.00			\$550.00	
3	Ridgewood Avenue Roadsides	78,910	1.81	\$380.00	\$19,760.00	N/A		\$19,760.00
4	Dunlawton Avenue Medians	338,744	7.78	\$925.00	\$48,100.00	Included in H22 above		\$48,100.00
	Summertrees Road to I-95			\$35.00				
	I-95 to 1788 Dunlawton Ave			\$82.00				
	1788 Dunlawton to Yorktowne Blvd			\$82.00				
	Yorktowne Blvd to Clyde Morris Blvd			\$82.00				
	Clyde Morris Blvd to Victoria Garden/City Center Pkw.			\$82.00				
	Victoria Garden/City Center Pkw. to N. Swallow Tail/ Village Trail			\$82.00				
	N. Swallow Tail/ Village Trail to S. Swallow Tail Dr			\$82.00				
	S. Swallow Tail Dr to Jackson St.			\$82.00				
	Jackson St. to Dunlawton Hills Subdivision			\$82.00				
	Dunlawton Hills to Oak St			\$82.00				
	Oak St to Spruce Creek Rd			\$82.00				
	Spruce Creek Rd to RR Crossing			\$35.00				
	RR Crossing to US 1			\$35.00				
5	Dunlawton Avenue Roadsides*	791,044	18.16	\$1,350.00	\$70,200.00	N/A		\$70,200.00
6	Nova Road Medians	90,208	2.07	\$345.00	\$17,940.00	12	\$660.00	\$18,600.00
	Isabelle Ave to Regency Blvd			\$35.00			\$55.00	
	Regency Blvd to Wood St			\$35.00			N/A	
	Wood St to Durant Dr			\$35.00			\$55.00	
	Durant Dr to Spruce Creek Rd			\$40.00			N/A	
	Spruce Creek Rd to Miles Dr			\$40.00			\$55.00	
	Miles Dr to Tree Garden Dr			\$40.00			\$275.00	
	Tree Garden Dr to Village Trl			\$40.00			\$110.00	
	Village Trl to Dunlawton Ave			\$40.00			\$55.00	
	Dunlawton Ave to Eagle Lake Trl			\$40.00			\$55.00	
7	Nova Road Roadsides*	404,895	9.26	\$850.00	\$44,200.00	N/A		\$44,200.00
							Total Bid Cost	\$269,845.00

Bid Bond

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Yellowstone Landscape-Southeast, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3235 North State Street, Bunnell, FL 32110, Tel.: 386-437-6211, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Blvd., Ste 300, Rocky Hill, CT 06067, Tel.: 860-490-3501 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 1, 2019, for:

Project Name / Bid No.: Major Thoroughfare Landscaping Maintenance / ITB 19-18

Project Address:

Legal Description: See Attached

Description of Work: Major Thoroughfare Landscaping Maintenance

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 17th day of July, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Yellowstone Landscape-Southeast, LLC

[Signature]
Signature
VP, Controller
Corporate Officer & Title

ATTEST:

[Signature]
Signature
ADY CABLE
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Aspen American Insurance Company

[Signature]
Attorney-in-Fact (signature)
Tyler DeBord, Attorney-In-Fact
Name & Title
Tyler DeBord
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 014149 NAIC No.: 43460

ATTEST:

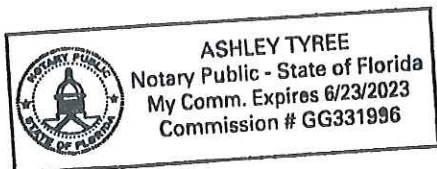
[Signature]
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Tyler DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Aspen American Insurance Company (corporate surety) and that this person has been authorized by Aspen American Insurance Company (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

[Signature]
Signature of Affiant Tyler DeBord

Sworn to / Affirmed and subscribed before me this 17th day of July, 2019, by Tyler DeBord who is personally known to me or who produced as identification.



[Signature]
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: GG331996
Commission Expires: June 23, 2023
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Duroske, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May, 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Keith Flannery, Vice President

On this 23rd day of May, 2017 before me personally came Keith Flannery to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public

My commission expires: December 7, 2020

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Robin S. Kanaskie

West Whiteland Twp, Chester County
My Commission Expires 12/07/2020

CERTIFICATE

I, the undersigned, Keith Flannery of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 17 day of July, 2019

By:

Name: Keith Flannery, Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



Copy of License



386.248.3298 tel
386.437.5143 fax

500 Fentress Boulevard
Daytona Beach, FL 32114

www.yellowstonelandscape.com



THE CITY OF DAYTONA BEACH
BUSINESS TAX LICENSE # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
LOCATION: 500 FENTRESS BLVD
BUSINESS TYPE: LANDSCAPE/GARDENER

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2019	VALID TO
08/23/2018	DATE PAID
25.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
1210	LANDSCAPE GARDNER

MAIL TO:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC,
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager, President, CEO

PORTLAND, TIMOTHY
P.O. BOX 849
BUNNELL, FL 32110

Title MANAGER, TREASURER, SECRETARY

ADORNETTI, CHRIS
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

MARTIN, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

WESTER, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2018	01/03/2018
2018	05/03/2018
2019	01/30/2019

Document Images

01/30/2019 -- ANNUAL REPORT	View image in PDF format
09/19/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
07/20/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format

05/03/2005 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Florida Limited Liability	View image in PDF format



NOTICE OF INTENT TO AWARD

ITB #19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE
August 14, 2019

On August 1, 2019 Purchasing received Two (2) bids ITB 19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE.

After review of the bids submitted, City Staff has made its recommendation to award VerdeGo of Bunnell, FL Flagler County for Total Base Bid of \$254,794.06.00. Local Preference was considered.

Recommendation to award will be presented for City Council approval on September 17, 2019.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Kuhlman
Brown and Brown	PHONE (A/C, No, Ext): (386) 239-5742
220 S. Ridgewood Ave.	FAX (A/C, No):
	E-MAIL ADDRESS: jkuhlman@bbdaytona.com
Daytona Beach FL 32114	INSURER(S) AFFORDING COVERAGE
	INSURER A: Southern Owners Insurance Company
	INSURER B: Owners Insurance Company
	INSURER C: FFVA Mutual Insurance Company
	INSURER D: XL Specialty Insurance Company
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:	Y		72055989	01/01/2019	01/01/2020	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
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4405598905	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			4405598904	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC84000340152019A	01/01/2019	01/01/2020	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INLAND MARINE			UM00072811MA19A	01/01/2019	01/01/2020	LEASED/RENTED 100,000 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF PORT ORANGE 407 VIRGINIA AVENUE PORT ORANGE FL 32127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown and Brown		NAMED INSURED VerdeGo LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CURRENT POLICY FORMS

GENERAL LIABILITY:

- 1) 55373 0107 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, BLANKET PRIMARY & NON-CONTRIBUTORY)
- 2) 55091 1008 - COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT (BLANKET) (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)
- 3) NO RESIDENTIAL EXCLUSION

AUTO LIABILITY:

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE-BLANKET COVERAGE (ADDITIONAL INSURED)
- 2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (BLANKET WAIVER OF SUBROGATION)

WORKERS COMPENSATION:

- 1) WC 00 03 13 - WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT (BLANKET)

UMBRELLA:

THE UMBRELLA FOLLOWS FORM OVER THE GENERAL LIABILITY.

INLAND MARINE:

- 1) HCM050 0112 - CONTRACTOR'S EQUIPMENT COVERAGE SOLUTIONS (BLANKET LOSS PAYEE)



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Director of Public Works & Utilities Department
Julia Wiggins, Business Manager, Department of Public Works & Utilities

From: James Buttrum, Deputy Director of Public Works & Utilities

DATE: August 30, 2019

SUBJECT: Award ITB 19-18 Major Thoroughfare Landscaping Maintenance,
VerdeGo LLC

REQUEST:

The Public Works & Utilities Department requests City Council approval to award ITB 19-18 Major Thoroughfare Landscaping Maintenance to VerdeGo LLC, Bunnell, FL as the best, lowest responsive bidder. The bid will be awarded based on a price per service at each listed location in an annual estimated amount not to exceed appropriated budget approved by the Council.

PURPOSE:

The purpose of this request is to maintain superior landscape services on Dunlawton Avenue, Causeway/High Bridge area, Nova Road, and Ridgewood Avenue.

CONSIDERATION:

On June 27, 2019, the City advertised ITB 19-18, Major Thoroughfare Landscaping Maintenance. Two responsive bids were received as follows:

VerdeGo LLC, Flagler County	\$254,794.06
Yellowstone Landscape, Volusia County	\$269,845.00

The Public Works Department carefully reviewed the bid submittals and staff recommends award to VerdeGo LLC as the best, lowest responsive bidder. Local preference was considered as required by City of Port Orange City Code 2-275 – in any competitive bidding process where a Volusia County business must be within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business.

The scope of service includes, but not limited to: mowing; mulch applications; mechanical trimming and edging; hand weeding; pruning; removal of dead turf, shrubs or trees; and collection and removal of trash and debris during each site visit. The sites covered in this contract are Dunlawton Avenue, Causeway/High Bridge area, Nova Road (from Dunlawton to US1), and Ridgewood Avenue and includes the medians and rights of way. The previous contract allowed for servicing 39 times per year. This contract is for weekly service of the highly visible thoroughfares through our city.

Payment to the contractor will be on a monthly basis, based on actual services performed for that month and as approved and verified by the city's representative. Additionally, there are provisions in the contract to levy administrative charges (\$100 per day per incident) against the contractor for failure to resolve any service complaints or issues within a twenty-four (24) hour period once notified by the city's representative.

The Standard Contract for Services will be effective October 1, 2019 with an initial term of three (3) years with the option to renew for two (2) one-year terms agreed upon by both parties. Annual spending will be based upon the budgeted amount as approved by Port Orange City Council for the then-current fiscal year. The purchase order will include an unforeseen amount to authorize any additional work, including but not limited to irrigation repairs, spot sod replacements, plant replacements, etc. in order to maintain these areas in pristine condition.

The current estimated annual cost is \$254,794.06 plus \$20,000 for unforeseen work. The unforeseen amount is not guaranteed and may not be utilized in any given year. Unforeseen amounts cannot be carried over from year to year. Use of the unforeseen amount must follow all City purchasing policies prior to use.

The previous service contract for this area was included in the Right of Way mowing contract and only included 39 services per year per site. That contract did however include fertilizer/herbicide/pesticide applications not included in this Major Thoroughfare Maintenance contract. Those services will be bid separately.

FUNDING:

There are sufficient funds in the Public Works – Contracted Services Mowing, Proposed FY2020 Budget 001-4350-541-3420.

RECOMMENDATION:

The Department of Public Works & Utilities recommends City Council approval to award ITB 19-18 Major Thoroughfare Landscaping Maintenance to VerdeGo LLC, Bunnell, FL as the best, lowest responsive bidder. The bid will be awarded based on a price per service at each listed location in an annual estimated amount not to exceed appropriated budget approved by the Council.

ANTICIPATED SCHEDULE:

Placed on CivicClerk - 8/14/19

Council Date – 9/17/19

Executed Standard Contract for Services – 10/1/19

ATTACHMENTS:

- a.) All Bid Documents ITB 19-18 Major Thoroughfare Landscaping Maintenance
- b.) Intent to Award Notice
- c.) Bid Tabulation Sheet



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7e) Approval of Interlocal Agreement with Volusia County for Municipal Services for Traffic Signal Maintenance

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Volusia County Interlocal Agreement for the maintenance, repair and installation of traffic signals and related devices for the three-year term effective October 1, 2019 to September 30, 2022, not to exceed the appropriated funding of \$40,000.00 or as otherwise amended.

SUMMARY: In 2015, Council approved the three-year Interlocal Agreement for Provision of Municipal Services with Volusia County for the maintenance and operation of traffic control devices. And in 2018, Council approved the one-year agreement for the term effective October 1, 2018 to September 30, 2019.

Volusia County is proposing a new three-year Interlocal Agreement effective October 1, 2019 to September 30, 2022. Under this agreement, Volusia County performs maintenance, repairs and installation of traffic signals and related devices such as pedestrian flashing beacons, emergency vehicle Opticom devices and school flashers. The County invoices the City on a monthly basis based on work and repairs performed during the month and costs are "direct cost" only (labor, equipment & materials) with no profit margin.

Project No.: Funding Account No.: 001-4300-541-4603

Presenter:

ATTACHMENTS:

1.	Justification Memo Vol County Interlocal Agreement 10 1 2019 to 9 30 2022	Justification Memo Vol County Interlocal Agreement 10 1 2019 to 9 30 2022.docx
2.	Interlocal Agreement for Provision of Municipal Services Vol County eff 10 1 19 to 9 30 2022	Interlocal Agreement for Provision of Municipal Services Vol County eff 10 1 19 to 9 30 2022.pdf

Kynah Cockcroft

Created/Initiated - 8/13/2019

Kynah Cockcroft	Approved - 8/13/2019
Julia Wiggins	Approved - 8/13/2019
Ronny Buttrum	Approved - 8/13/2019
Lynn Stevens	Approved - 8/14/2019
Scott Neils	Approved - 8/15/2019
Margaret Roberts	Approved - 9/10/2019
Jake Johansson	Approved - 9/10/2019
Robin Fenwick	Final Approval - 9/12/2019



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Director of Public Works & Utilities Department

From: Julia Wiggins, Business Manager, Department of Public Works & Utilities

DATE: August 13, 2019

SUBJECT: Volusia County Interlocal Agreement for Provision of Municipal Services

REQUEST:

The Department of Public Works & Utilities is requesting Council approval to enter the Volusia County Interlocal Agreement for the Provision of Municipal Services for maintenance and operation of traffic control devices.

PURPOSE:

The purpose of this request is to contract with Volusia County for the maintenance, repair and installation of traffic signals and related devices to ensure proper operation for public safety.

CONSIDERATION:

In 2015, City Council approved a three-year Interlocal Agreement with Volusia County for the maintenance, repair and installation of traffic signals and related devices. The agreement was effective October 1, 2015 to September 30, 2018.

On September 6, 2018, Council approved the new Interlocal Agreement from Volusia County for the one-year term effective October 1, 2018 to September 30, 2019.

Volusia County is proposing a new three-year Interlocal Agreement for the Provision of Municipal Services to be effective October 1, 2019 to September 30, 2022. The agreement provides for the maintenance, repair and installation of traffic signals and related devices such as pedestrian flashing beacons, Opticom devices for emergency vehicles and school zone flashers. The County invoices the City on a monthly basis based on the actual services and repairs provided during the previous month.

There are also provisions whereby the County will provide additional services on an “as requested” basis for maintenance on roadsides, drainage infrastructure and traffic

engineering services. To date, the City has not utilized any of the services other than traffic signal maintenance and repair.

Annual expenditures for services provided under this agreement will always vary and are determined by the actual number of signal malfunctions, unexpected breakdowns (weather related or traffic accidents) and new installations. For the 2018-2019 term, total annual expenditures will be approximately \$30-35,000.00.

In the past, Council has requested staff to look at contracting the maintenance of traffic signals and related devices to private companies. There are not many vendors who can provide the services required for the various signals and devices and the response time is critical when any of the equipment is not operating properly. Volusia County invoices to the City based on "direct cost" (labor, equipment & materials) with no profit margin. Past discussions with sister cities revealed they have explored contracting the service to no avail and they too continue to utilize County Services.

Additionally, the City is under a separate agreement with the Florida Department of Transportation whereby the State reimburses the City for a portion of the costs associated with traffic signal maintenance and repair for signals located on State highways within City limits. This agreement mandates specific documentation and reports of the maintenance and repairs completed on the signals during the course of a year and Volusia County provides the service records and completes the annual reports and submits each directly to FDOT on behalf of the City. Having the County maintain and provide the documentation ensures the City remains eligible for reimbursement from FDOT.

FUNDING:

Public Works, Traffic Signal Maintenance, Account 001-4300-541-4603
FY2020 \$40,000.00

RECOMMENDATION:

The Department of Public Works & Utilities recommends Council approve the Volusia County Interlocal Agreement for the maintenance, repair and installation of traffic signals and related devices for the three-year term effective October 1, 2019 to September 30, 2022.

ANTICIPATED SCHEDULE:

Placed on CivicClerk - 8/13/19
Council Date – 9/17/19
Executed Interlocal Agreement – 9/30/19

ATTACHMENTS:

- a.) Volusia County Interlocal Agreement for the Provision of Municipal Services (3 Originals)

**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 Section 125.01(1)(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 on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 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 as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 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 therefor.

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 or 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.

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 or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, 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 1st, 2019** and shall terminate at midnight on **September 30th, 2022** 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 therefor 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, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Jake 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 Conflict Resolution 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.

This space intentionally left blank

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 Fiscal Years 2019-20, 2020-21 and 2021-22* which is hereby attached as the twelve 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 therefor to the County Manager or his 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 increases 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: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Ed Kelley
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin Fenwick
Title: City Clerk
Dated: _____

By: _____
Name: Donald O. Burnette
Title: Mayor
Dated: _____

By: _____
Name: Jake Johansson
Title: City Manager
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of Port Orange**

Fiscal Years 2019-20, 2020-21 and 2021-22

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE
FY 2019-20, 2020-21 AND 2021-22**

Services	Annual Cost
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 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, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

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, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

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, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

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. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) 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 or Flashing Yellow Arrow conversion) 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 may 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 communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers 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 or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers 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. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. The following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), 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 indemnify and hold harmless the COUNTY for any retainage held back 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:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. 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.

3. 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.

EXHIBIT A
CITY OF PORT ORANGE - TRAFFIC CONTROL DEVICES
7/24/2019

WITHIN COASTAL ZONE ☒ YES ☐ NO
FDOT ADDENDUM APPLICABLE ☒ 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					✓				F	✓	✓
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓				F	✓	✓
431	TAYLOR RD @ DEVON ST		✓							F	✓	✓
432	CR 4009/S. WILLIAMSON BLVD @ TOWN WEST BLVD		✓							F	✓	✓
435	CR 4009/S. WILLIAMSON BLVD @ MCGINNIS AV		✓							F		

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
436	TAYLOR RD @ BOGGS FORD RD		✓							F	✓	✓
449	TAYLOR RD @ CRANE LAKES BLVD		✓						✓	F		

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 (LE LED) - Leading Edge LED
 UPS - Uninterruptible Power Supply/Battery Backup
 OPT - Opticom (F) – Fire (B) – Bus Priority



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7f) Approval of Change Order No. 1 to A.G. Pifer Construction Company for Police Evidence Room Renovations & HVAC Upgrade

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Change Order No 1 to the AIA Agreement (CA6642) with AG Pifer Construction Company, Inc. for ITB18-28 Police Evidence Room Renovations and HVAC Upgrades in the amount of \$10,758.06 for a revised contract amount not to exceed \$332,575.50 and for an extension request for an additional 82 days to move the Final Completion to September 26, 2019; with 30 days to finalize closing documents (October 25, 2019); authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

The Public Works & Utilities Department requests City Council approve Change Order No 1 to the AIA Agreement (CA6642) with AG Pifer Construction Company, Inc. for ITB18-28 Police Evidence Room Renovations and HVAC Upgrades in the amount of \$10,758.06 for a revised contract amount not to exceed \$332,575.50 and for an extension request for an additional 82 days to move the Final Completion to September 26, 2019; with 30 days to finalize closing documents (October 25, 2019).

Council approved a contract CA6642 for an amount not to exceed \$321,817.44 with a final completion date of August 5, 2019. This change order is for manufacturers price increases which occurred after the bid and prior to the contract award. In addition, there have been delivery delays of the HVAC units from the manufacturer, due to no fault of the contractor. The time extension request is for an additional 82 days with an additional 30 days to close out the permits and receive the as-built drawings. The total time is extension requested is 111 days or October 25, 2019.

Project No.: CIP011 Funding Account No.: 317 1000 519 6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	CO No 1 to AIA Agreement CA6642	CO No 1 to AIA Agreement CA6642.pdf
2.	Public Works Utilities Department Memo - AG Pifer PD AC CO1 rev 9 12 19	Public Works Utilities Department Memo - AG Pifer PD AC CO1 rev 9 12 19.docx
3.	Contract & Bond	Contract & Bond.pdf
4.	Copy PO #074496	Copy PO #074496.pdf
5.	NTP	NTP.pdf
6.	Time Calculation Final Comp	Time Calculation Final Comp.pdf

7.	Time Calculation for 30 days	Time Calculation for 30 days.pdf
----	------------------------------	----------------------------------

Kynah Cockcroft	Created/Initiated - 8/28/2019
Julia Wiggins	Approved - 8/28/2019
Lynn Stevens	Approved - 8/28/2019
Scott Neils	Approved - 8/30/2019
Margaret Roberts	Approved - 9/12/2019
Jake Johansson	Approved - 9/12/2019
Robin Fenwick	Final Approval - 9/12/2019

CHANGE ORDER NO. 1
To the AIA Agreement dated December 18, 2018
A.G. PIFER CONSTRUCTION COMPANY, INC. Contractor

Project: ITB 18-28 Police Department Evidence Room and HVAC Upgrade (CIP011)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$321,817.44	Original Contract Times: Substantial Completion: July 6, 2019 Final Completion: August 5, 2019
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$321,817.44	Contract Completion Date prior to this Change Order: Substantial Completion: July 6, 2019 Final Completion: August 5, 2019
Net Increase (decrease) of this Change Order: No. 1 \$10,758.06	Changes in contract time requested this Change Order: No. 1: Substantial Completion: (82 Days) September 26, 2019 Final Completion: (111 Days) October 25, 2019
Contract Price with all approved Change Orders: \$332,575.50	Contract Times with all approved Change Orders: Substantial Completion: September 26, 2019 Final Completion: October 25, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 18, 2018.
- II. **REQUIRED:** Change Order No 1 is required to provide additional funds due to an increase in materials and to move the substantial completion date to September 26, 2019 and final completion date to October 25, 2019. 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 necessary to provide additional \$10,758.06 spending authority. This increase is due to HVAC price increases for metal and insulation materials. This includes equipment manufacturer increases, grills, ductwork insulation, ductwork, duct supports, and controls. The vendor has also requested a change in the substantial completion date from August 5, 2019 to September 26, 2019 and final completion to October 25, 2019.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$10,758.06; for a revised agreement amount not to exceed \$332,575.50. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
FRANK FLAGG, FACILITIES MANAGER
Department Project Manager

By: _____
Frank Flagg, Facilities Manager

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
A.G. PIFER CONSTRUCTION COMPANY, INC.
Contractor

By: _____
Anthony Gregg Pifer, President

Date Signed: _____

RECOMMENDED BY:
DJ Designs, Inc.
Architect for Project

By: _____
Dana Smith, Architect Principal

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Frank Flagg, Facilities Manager

DATE: August 26, 2019

SUBJECT: AG Pifer Construction Company – Change Order No 1 to AIA Agreement (CA6642)
ITB 18-28 Police Evidence Room Renovations & HVAC Upgrade

REQUEST:

The Public Works & Utilities Department requests City Council approve Change Order No 1 to the AIA Agreement (CA6642) with AG Pifer Construction Company, Inc. for ITB18-28 Police Evidence Room Renovations and HVAC Upgrades in the amount of \$10,758.06 for a revised contract amount not to exceed \$332,575.50 and for an extension request for an additional 52 days to move the Final Completion to September 26, 2019; with 30 days to finalize closing documents (October 25, 2019).

PURPOSE:

The purpose of this request is to provide additional funding for unforeseen cost and a time extension.

CONSIDERATION:

Council approved an AIA Agreement (CA6642) with AG Pifer Construction Company, Inc for ITB 18-28 Police Evidence Room Renovations and HVAC Upgrades for an amount not to exceed \$321,817.44. The effective date of the contract was December 18, 2018. The Notice to Proceed was issued on February 19, 2019 and provided a substantial completion date of July 6, 2019 and a final completion date of August 5, 2019.

On February 26, 2019, the vendor informed the City that a change order would be needed in the amount of \$10,758.06 due to HVAC manufacturer price increases that occurred after the bid and prior to the contract award. There is also an added amount for the increase cost to the Payment & Performance Bond required by the City for the new contract amount.

On August 14, 2019, AG Pifer Construction Company and the Architect, DJ Designs notified the City of a need to extent time due to manufacture and delivery delays of the HVAC units. The additional time is beyond the general contractor and subcontractor's control. The time extension request is for an additional 82 days for the delivery of the HVAC units. The general contractor continued to work on all other areas of the job until all work was completed without the actual HVAC unit on site. This time extension changes the Final Completion date from August 5, 2019 to September 26, 2019. The Public Works & Utilities Department Director is requesting an additional 30 day from the Final Completion date for training, closing documents including building as-built drawings, and payment processing. The total time is extension requested is 111 days or October 25, 2019.

Public Works & Utilities is requesting approval of Change Order No 1 to AIA Agreement (CA6642) in the amount of \$10,758.06; revised agreement in the total amount not to exceed \$332,575.50, with a revised

Final Completion Date of September 26,2019; with thirty (30) days to finalize closing documents and final payment.

FUNDING:

Police Department Evidence Room

Project: CIP011

Contract # CA6642

317 1000 519 6397

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Change Order No 1 to the AIA Agreement (CA6642) with AG Pifer Construction Company, Inc. for ITB18-28 Police Evidence Room Renovations and HVAC Upgrades in the amount of \$10,758.06 for a revised contract amount not to exceed \$332,575.50 and for an extension request for an additional 82 days to move the Final Completion to September 26, 2019; with 30 days to finalize closing documents (October 25, 2019).

ATTACHMENTS:

- a.) Change Order – Draft
- b.) Supporting documents from AG Pifer
- c.) NTP Documentation
- d.) Copy of executed AIA Agreement (CA6642)
- e.) Copy of executed Bond
- f.) Copy of Purchase Order
- g.) Proof of time / dates

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ____ day of December in the year Two Thousand Eighteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

CITY OF PORT ORANGE, FLORIDA
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

and the Contractor:

(Name, legal status, address and other information)

A.G. PIFER CONSTRUCTION COMPANY, INC.
3629 OLD DELAND ROAD
DAYTONA BEACH, FLORIDA 32124

for the following Project:

(Name, location and detailed description)

ITB 18-28 Police Evidence Room Renovations
Police Department Evidence Room Renovations and HVAC upgrades
4545 Clyde Morris Boulevard
Port Orange, Florida 32129

The Architect:

(Name, legal status, address and other information)

D.J. DESIGN SERVICES, INC.
DANA M. SMITH, VICE PRESIDENT
913 NORTH NOVA ROAD
HOLLY HILL, FLORIDA 32117

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

CA 6642

Init.

AIA Document A101[™] – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/06/2018 under Order No.7619031806 which expires on 03/29/2019, and is not for resale.

User Notes:

(1265397862)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/06/2018 under Order No.7619031806 which expires on 03/29/2019, and is not for resale.

User Notes:

(1265397862)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: Contractor shall achieve Substantial Completion of the Work not later than July 6, 2019 and Final Completion on August 5, 2019.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Twenty-one Thousand Eight Hundred Seventeen Dollars and Forty-four Cents (\$ 321,817.44), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/06/2018 under Order No.7619031806 which expires on 03/29/2019, and is not for resale.

User Notes:

(1265397662)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Contractor shall provide to the Owner fully executed *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers, and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* at the time each Application for Payment is submitted. Based upon Applications for Payment submitted to the Architect by the Contractor in the form attached as Exhibit "C" and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Copies of the required *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* are attached as Composite Exhibit "D."

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No reduction of retainage below ten percent (10%) before Substantial Completion.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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,

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's action, subject to recommendation to Owner, and Owner approval prior to action.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017, as modified by Owner.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017, as modified by Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Lynn Stevens, Director of Public Works and Utilities
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Init.

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/05/2018 under Order No. 7619031806 which expires on 03/29/2019, and is not for resale.

User Notes:

(1265397862)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Anthony Gregg Pifer, President
3629 Old DeLand Road
Daytona Beach, Florida 32124
(386) 257-4448
agpcon@bellsouth.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administrative Code Rule 1 b-24

<http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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

Init.

beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

§ 8.7.4 CONTRACT CONSTRUCTION

This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until both Parties have signed this Contract.

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" to "F."
- .2 , Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(.)

- .5 Drawings

Number	Title	Date
See Specifications	Specifications Project#02354.11	June 28, 2018

- .6 Specifications

Section	Title	Date	Pages
Specifications	Specifications Project#02354.11	June 28, 2018	284

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 25, 2018	3

Int.

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/06/2018 under Order No.7619031806 which expires on 03/29/2019, and is not for resale.

User Notes:

(1265397862)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

EXHIBIT "B" – ITB18-28 which includes Scope of Work

EXHIBIT "C" – Contractor's Proposal

EXHIBIT "D" – Application for Payment

EXHIBIT "E" – Waiver and Partial Releases, Final Waivers and Releases of Liens

Contractor's Affidavit of Outstanding Accounts, Contractor's Final Payment Affidavit

EXHIBIT "F" – Contract Completion Checklist

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Donald O. Burnette, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Anthony Gregg Pifer, President
(Printed name and title)

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:30:20 ET on 12/06/2018 under Order No.7619031806 which expires on 03/29/2019, and is not for resale.
User Notes:

(1265397862)

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND
(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. 008957T

PRINCIPAL:

Developer or Contractor: A.G. Pifer Construction Co., Inc.
Principal Business Address: 3629 Old DeLand Road
Daytona Beach, Florida 32124
Contact Person: Anthony Gregg Pifer, President
Phone Number: (386) 257-4448

SURETY:

Address: Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251
Contact Person: Daniel Sheehan
Phone Number: 330-887-0101

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$321,817.44

City Case/ ITB 18-28 Police Evidence Room Renovations

Description of Work: ITB 18-28 Police Evidence Room Renovations

Project Location: City of Port Police Department, 4545 Clyde Morris Blvd., Port Orange, Volusia County, Florida.

Legal Description: Portions of Parcel ID #: 6307-00-00-0012.
See Attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**City of Port Orange Police Department
4545 Clyde Morris Boulevard, Port Orange, FL 32127**

Full Parcel ID:

07-16-33-00-00-0012

Short Parcel ID:

6307-00-00-0012

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

A.G. Pifer Construction Co., Inc.

ITB 18-28 Police Evidence Room Renovations

Bond No. 008957T

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, A.G. Pifer Construction Co., Inc., as Principal, and Westfield Insurance Company, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of THREE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED SEVENTEEN AND 44/100 DOLLARS (\$321,817.44), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain American Institute of Architects Agreement ("AIA"), having an effective date of December 18, 2018, entered into by and between the Principal and the City, for Police Evidence Room Renovations, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this 18th day of December, 2018.

Attest:

A.G. PIFER CONSTRUCTION CO., INC.
(Principal)

By: Anthony Gregg Pifer, President

(Corporate Seal)

(Atty to Corporate Principal) Secretary

(Witness to Principal)

Westfield Insurance Company

(Surety)

By:

Name: Don Bramlage, Attorney-in-Fact & Florida Resident Agent

(Attorney-in-Fact)

Inquiries: 407-330-3990

(Corporate Seal)

Myoshi McDavid

(Witness to Surety)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

POWER NO. 0994592 00
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
 Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other Instruments or contracts of suretyship - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

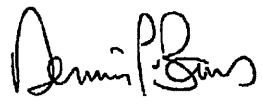
"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of October, A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
 WESTFIELD NATIONAL INSURANCE COMPANY
 OHIO FARMERS INSURANCE COMPANY

By: 
 Dennis P. Baus,
 National Surety Leader and Senior Executive

State of Ohio
 County of Medina ss.:

On this 16th day of October, A.D., 2017, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



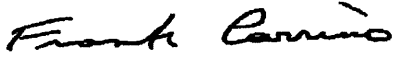
By: 
 David A. Kotnik, Attorney at Law, Notary Public
 My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

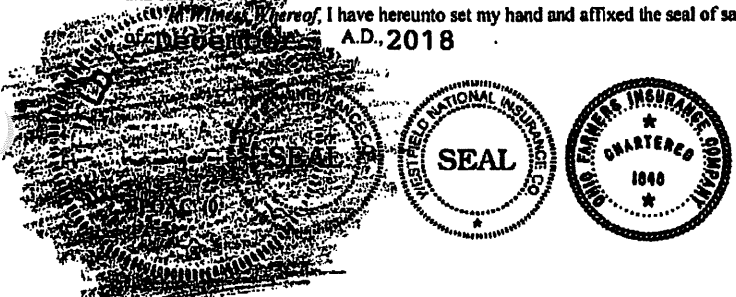
State of Ohio
 County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 18th day of November, A.D., 2018

By: 
 Frank Carrino, Secretary





CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

074496

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

DATE:	12/20/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	

VENDOR:

A.G. PIFER CONSTRUCTION CO., I
3629 OLD DELAND ROAD
DAYTONA BEACH FL 32124

SHIP TO:

CITY OF PORT ORANGE
PUBLIC WORKS
407 VIRGINIA AVE
PORT ORANGE FL 32127

(386) 257-4448 FAX: (386) 257-5503

VENDOR #:	253235	DATE NEEDED:	9/30/19	FOB:	
------------------	--------	---------------------	---------	-------------	--

#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
121817		BLK	BLK P.O. FOR POPD EVIDENCE RM RENOVATIONS as outlined under ITB 18-28. Specifications per AIA Contract No CA6442 Construction will not start until the Notice to Proceed has been issued. CONTRACT #: CA6642	SEE BELOW	1.00	321817.11

REMARKS

ITB 18-28- POPD EVIDENCE ROOM RENOVATIONS

TOTAL

321817.11

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

12/20/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

074496

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

DATE: 12/20/18

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

VENDOR:

A.G. PIFER CONSTRUCTION CO., I

SHIP TO:

CITY OF PORT ORANGE

(386) 257-4448

VENDOR #:	253235	DATE NEEDED:	9/30/19	FOB:
-----------	--------	--------------	---------	------

#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
		REQ. NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT
		0000140331	12/18/00	31410005216397	CIP011	130236.67
		KGAY/ADMIN	FY19			
		0000140331	12/18/00	31710005196397	CIP011	191580.44
		KGAY/ADMIN	FY19			
REMARKS						TOTAL
ITB 18-28- POPD EVIDENCE ROOM RENOVATIONS						

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

12/20/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Lynn Stevens, Director
Public Works
1000 City Center Circle
Port Orange, FL 32129
Ph: (386) 506-5575
lstevens@port-orange.org

Issued To: **AG Pifer Construction Co.**
3629 Old Deland Road
Daytona Beach, FL 32124

Ph (386) 257-4448

PROJECT TITLE: **POPD Evidence Room Renovations, Contract CA6442, Project # CIP011**
BID NO. **ITB 18-28**

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the City of Port Orange and AG Pifer Construction Company. The **effective date** of December 18, 2018, and this **Notice to Proceed** is February 19, 2019 with **Substantial Completion** of the work not later than July 6, 2019 and **Final Completion** by August 5, 2019.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Lynn Stevens, Public Works & Utilities Director via email or at the address below:

Project Manager: City of Port Orange, Department of Public Works & Utilities
1000 City Center Circle, Port Orange, FL 32129

All future correspondence or requests for changes to the contract must be addressed to the Director.

ISSUED BY:

Owner: City of Port Orange

This 19th day of Feb. 2019.

By: [Signature]
Lynn Stevens

Title: Public Works & Utilities Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: A.G. Pifer Construction Company

This ____ day of ____

By: _____

Title: _____

See attached minutes from meeting
For verification

Wiggins, Julia

From: Stevens, Lynn
Sent: Tuesday, August 13, 2019 10:16 AM
To: Abbate, Barbara; Flagg, Frank; Dana Smith; A.G. Pifer Construction Co. Inc.
Cc: Wiggins, Julia; Kilpatrick, Kim
Subject: FW: [EXT] 001-19 POPD Evidence Pre-Con Meeting Notes
Attachments: Pre-Construction Meeting Minutes 02.20.19.pdf

All,

Please see the minutes of the preconstruction meeting for the POPD Evidence Room AC project. Please note that the schedule shows NTP of 2/19/19, substantial completion of 7/6/19, and final completion of 8/5/19.

As you can see, we are seriously behind schedule. Who is taking the lead to get a change order for time? You will need A LOT of explanation as to why we need more time. I am disappointed and concerned that we are so far behind. I need answers and documentation now.

In addition, I have not received ANY minutes of project meetings held. Please forward those to me ASAP.

If there are any other issues to which I am not aware, please forward those to me in writing.

From: A.G. Pifer Construction Co. Inc. <agpcon@bellsouth.net>
Sent: Wednesday, February 20, 2019 1:22 PM
To: Dana Smith <dsmith@djdesigninc.com>; Abbate, Barbara <babbate@port-orange.org>; Cockcroft, Kynah <Kcockcroft@port-orange.org>; Stevens, Lynn <lstevens@port-orange.org>; Green, Mike <mgreen@port-orange.org>; Bryant, Robert <rbryant@port-orange.org>; Buttrum, Ronny <rbuttrum@port-orange.org>; Kilpatrick, Kim <kkilpatrick@port-orange.org>; Eric Frate <eric@rrindustriesdaytona.com>; Jason Morgan <jason.morgan@gileselectriccompany.com>; Steven Longfritz <slongfritz@dgmeyer.com>
Subject: [EXT] 001-19 POPD Evidence Pre-Con Meeting Notes

Good Afternoon,

Attached are the pre-construction meeting minutes for the meeting held on Feb. 19, 2019.

Sheri Scarsella, Office Manager / Project Coordinator

A.G. PIFER CONSTRUCTION CO. INC.

*3629 Old Deland Road
Daytona Beach, FL 32124*

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com



**A+ BBB
Rating**

Click for
Review

City of Port Orange
POPD Evidence Room Renovations
Pre-Construction Meeting Minutes

February 19th, 2019 – 10:00 AM

- Attendees:
 - Gregg Pifer – A.G. Pifer Construction Co. Inc.
 - Bill DeMattia – A.G. Pifer Construction Co. Inc.
 - John Griswold – A.G. Pifer Construction Co. Inc.
 - Dana Smith – DJ Design Inc.
 - Frank Flagg – City of Port Orange
 - Lynn Stevens – City of Port Orange
 - Mike Green – City of Port Orange
 - Robert Bryant – City of Port Orange
 - Ronny Buttrum – City of Port Orange
 - Kim Kilpatrick – Port Orange Police Department
 - Eric Frate – R&R Industries
 - Jason Morgan – Giles Electric
 - Steven Longfritz – DG Meyer Inc.
 - Brian Hammer – Anytime Embeds
 - Jason Adams – Anytime Embeds

The following items were discussed as recorded by Bill DeMattia, Senior Project Manager of A.G. Pifer Construction Co. Inc. and represent the minutes of the preconstruction meeting for the POPD Evidence Room Renovations project. Comments, errors, and/or omissions to these minutes shall be made in writing to A.G. Pifer Construction Co. Inc. and/or reported at the next regularly scheduled construction progress meeting.

1. Review Minutes of Previous Meeting:
 - a. N/A
2. Review of RFIs, Submittals & Schedule:
 - a. A conditional permit for the project was issued on 1/23/2019.
 - b. DG Meyer's original submittal for the specified "Straight Cool" unit was rejected. After discussions directly between the Mechanical Engineer and the Mechanical Equipment Supplier, new submittals were requested, then submitted and approved. These new, approved submittals are for a Heat Pump unit, which DG Meyer provided AG Pifer with a Change Order for. It was discussed if a Heat Pump unit was necessary. The City is to make a decision on if they want the Heat Pump unit as submitted and approved, or the "Straight Cool" unit as originally specified.
 - c. DG Meyer has identified an 18-week lead time for manufacturing and shipping of the HVAC equipment. Both the "Straight Cool" and Heat Pump units have the same lead time. A substantial completion date of 7/6/2019 dictates that the equipment must be ordered before 3/2/2019. If the "Straight Cool" unit is selected by the City, DG Meyer's original submittals will have to be approved as soon as possible.
 - d. It was decided to issue the Notice to Proceed for today, 2/19/2019.
 - e. AG Pifer to create a project Schedule reflecting Substantial Completion on 7/6/2019 with a final completion date of 8/5/2019.

City of Port Orange
POPD Evidence Room Renovations
Pre-Construction Meeting Minutes

February 19th, 2019 – 10:00 AM

3. Review of Payment Applications:
 - a. N/A
4. Review of Change Orders:
 - a. Change Order #1 in the amount of \$14,628.51 was e-mailed to Dana Smith and Frank Flagg on 1/22/2019. This Change Order was for the cost increase of materials related to the HVAC system.
 - b. Change Order #2 in the amount of \$25,623.00 was presented at the meeting. This Change Order was related to the cost increase of going from a "Straight Cool" unit to a Heat Pump unit as requested by the Mechanical Engineer.
5. Changes to Plans:
 - a. "Straight Cool" HVAC unit has been requested to be changed to a Heat Pump unit by the Mechanical Engineer. City requested supporting documentation and reasoning for this change due to the costs associated with it.
6. Other Items Relating to Work:
 - a. It was discussed if a portable/temporary HVAC unit will be required when the new permanent unit is being installed.
 - b. It was brought up that the original roofing system is a GAF system that was completed by Division 7. There is an NDL warranty on the roofing system that will need to be maintained. A factory representative from GAF will need to be on-site for the installation of the roof patching to maintain the NDL warranty. R&R Industries acknowledges this condition.

timeanddate.com

Working Days Calculator: Business Days Between Two Dates

How many business days or non-working days are there between two dates, including or excluding weekends or [public holidays](#)?

[Count Days](#)[Add Days](#)[Workdays](#)[Add Workdays](#)[Weekday](#)[Week No](#)

From and including: **Monday, August 5, 2019**
 To, but not including **Thursday, September 26, 2019**

Including All days

in United States – Nationwide. [Change Country](#) / [Change State](#)

52 days in calendar - no days were skipped in this period

Result: 52 days

August 2019 27 days included							September 2019 25 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

☐ = First day included (Aug 5, 2019) ☐ = Last day included (Sep 25, 2019)

Advertising



**CRIMINALS CAN
USE BREACHED
INFO TO TAKE
OVER BANK
ACCOUNTS.**

Help protect your
identity with LifeLock
ID theft protection.

GET PROTECTION



Time & Date Calculator

– iOS

See how long remains before a deadline or exactly when those 30 days are up. [More >](#)



Calendar PDF with Logo

Add your company logo to our reliable calendars and print or share unlimited for a year. [Tell me more! >](#)

[Try the Calculator API](#)

Working Days Calculator: Business Days Between Two Dates

How many business days or non-working days are there between two dates, including or excluding weekends or [public holidays](#)?

[Count Days](#)
[Add Days](#)
[Workdays](#)
[Add Workdays](#)
[Weekday](#)
[Week No](#)

From and including: **Monday, August 5, 2019**

To and including: **Friday, October 25, 2019**

Including All days

in United States – Nationwide. [Change](#)

[Country](#) / [Change State](#)

82 days in calendar - no days were skipped in this period

Result: 82 days

→ Additional 30 days

August 2019 27 days included							September 2019 30 days included							October 2019 25 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

☐ = First day included (Aug 5, 2019) ☐ = Last day included (Oct 25, 2019)

Advertising



**CRIMINALS CAN
USE BREACHED
INFO TO TAKE
OVER BANK
ACCOUNTS.**

Help protect your
identity with LifeLock
ID theft protection.

GET PROTECTION



Time & Date Calculator

– iOS

See how long remains before a deadline or exactly when those 30 days are up. [More >](#)



Calendar PDF with

Logo

Add your company logo to our reliable calendars and print or share unlimited for a year. [Tell me more! >](#)

[Try the Calculator API](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7g) Approval of Task Authorization No. 2 to Insituform Technologies LLC

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No.2 to the contract (CA6601) with Insituform Technologies LLC in the amount of \$749,969.39 for Phase II of the Sanitary Sewer Pipe Lining project; authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On August 7, 2018, City Council approved Task Authorization No.1 to the Standard Contract for Services with Insituform Technologies Inc. for Phase I of the sanitary sewer lining project for pipelines in lift station areas #5, #7 and #102 as recommended in the 2015 study performed by the civil engineering firm of Wade & Trim.

Phase I is now complete and Insituform Technologies has submitted a proposal for Phase II of this project which includes PS 10 Area (Herbert Street) and PS Area 39 (Twin Gates). Total cost for Phase II is \$749,969.39.

Project No.: URH001 Funding Account No.: 401-0400-535-6397

Presenter:

ATTACHMENTS:

1.	Insituform Technologies LLC Task Authorization No 2	Insituform Technologies LLC Task Authorization No 2.pdf
2.	Insituform TA No 2 PROPOSAL FROM VENDOR	Insituform TA No 2 PROPOSAL FROM VENDOR.pdf
3.	TA NO2 Insituform Excel Worksheet Locations Phase II	TA NO2 Insituform Excel Worksheet Locations Phase II.pdf
4.	TA No 2 Insituform Exhibit A Page	TA No 2 Insituform Exhibit A Page.docx
5.	TA No 2 Insituform Exhibit B Performance Bond Page	TA No 2 Insituform Exhibit B Performance Bond Page.docx
6.	Insituform COI thru 7 1 2020	Insituform COI thru 7 1 2020.pdf
7.	Justification Memo 9 10 2019 Insituform TA 2 (1)	Justification Memo 9 10 2019 Insituform TA 2 (1).pdf

Kynah Cockcroft	Created/Initiated - 8/15/2019
Kynah Cockcroft	Approved - 8/15/2019
Julia Wiggins	Approved - 8/15/2019
Richard Colby	Approved - 8/15/2019
Junos Reed	Approved - 8/15/2019
Steve Parnell	Approved - 8/15/2019
Lynn Stevens	Approved - 8/16/2019
Scott Neils	Approved - 8/16/2019
Margaret Roberts	Approved - 9/10/2019
Jake Johansson	Approved - 9/10/2019
Robin Fenwick	Final Approval - 9/12/2019

TASK AUTHORIZATION NO. 2
Piggyback Agreement dated August 7, 2018
Between the City of Port Orange, Florida and Insituform Technologies, LLC

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 **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, 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 Phase II of sanitary sewer lining service of pipelines for lift stations #10 (Herbert Street) and lift station #39 (Twin Gates), as more particularly described and identified 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 by September 30, 2020.
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 not to exceed \$749,969.39. 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. 2.
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:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____

By: _____

Diane Partridge, Contracting and Attesting Officer

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
M.H. Johansson, City Manager

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____ Date: _____

TASK AUTHORIZATION NO 2

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE II

LIFT STATION #10 and #39



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

7-2-19

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

Re: Cost Proposal – City of Port Orange - FY2019 – Task Order #2

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

Line Item B2(a)3 (Sectional CIPP Lining 6" Diameter 6' in Length) is being used to account for cutting out 11 protruding taps in the Twin Gates area. There will be no lateral lining of 6" diameter and 6' in length on this project

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A(a)1	Light Cleaning 4" Diameter	LF	3550	\$1.10	\$3,905.00
A(a)3	Light Cleaning 8" Diameter	LF	7,353	\$1.60	\$11,764.80
A(c)1	Root Removal 4" Diameter	LF	100	\$5.30	\$530.00
A(d)1	CCTV Inspection – Lateral Inspection 0' to 40'	EA	132	\$291.00	\$38,412.00

A(e)2	CCTV Pipe Inspection 8" Diameter	LF	7,353	\$1.10	\$8,088.30
B1(b)1	CIPP Lining 8" Diameter 6.0 mm thickness	LF	3,380	\$25.35	\$85,683.00
B2(a)3	Sectional CIPP Lining 6" Diameter 6' in Length	EA	4	\$2,065.00	\$8,260.00
B2(b)1	Sectional CIPP Lining 8" Diameter 3' in Length	EA	1	\$1,855.00	\$1,855.00
B3(a)1	Lateral CIPP Lining Top Hat w/Full Wrap 4" Lateral Connection	EA	142	\$1,960.00	\$278,320.00
B3(b)	Lateral CIPP Lining – Lateral Lining 0 – 40'	EA	132	\$1,800.00	\$237,600.00
B3(d)	Lateral Cutout & Polish	EA	129	\$162.00	\$20,898.00
B3(e)	Lateral Grout	EA	25	\$344.00	\$8,600.00
C(c)	Traffic Control – MOT Index 601 or 601 (per week)	WK	3	\$1,590.00	\$4,770.00
C(d)	Traffic Control – MOT Index 603 or higher (per week)	WK	5	\$5,300.00	\$26,500.00
D(a)	Regular Mobilization	EA	1	\$3,700.00	\$3,700.00
E(a)	Contract Performance and Payment Bond			1.5%	\$11,083.29
	TOTAL				\$749,969.39

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
Auto: \$2,000,000 Combined Single Limit
Workers Compensation: Statutory with \$1,000,000 Employer's Liability
~~The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.~~

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

- ~~1. Permits, licenses and construction easements.~~
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.

10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
- ~~15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.~~
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
- ~~17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).~~
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

~~ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.~~

~~The information contained in this letter is proprietary to Insituform Technologies, LLC, and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC, (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC, or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.~~

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

LINE SEGMENT SHEET

Institutum Technologies, Inc.

Dear: 7/22/2018

Job Name: Port Orange Task Order 2

Job Number:

Installed Lines

Approved Subcontractor Invoices

Shot Number	Segment Number	Up MH No.	Down MH No.	LOCATION	DIA.METER in plan	DIA.METER in field	THICKNESS		LENGTH plan	LENGTH Actual	DEPTH		PIPE Type	TAPS		COMMENTS	Traffic Control	Field Reporting QTY CLEANING		Exmt Charge	INVERSION		TAPS		Tests		
							mm plan	field			inv MHA	inv MHB		Plan	#			Actual	TYPE		FEET	DATE	Planned Date	Installed Date	Cut	Grouted	Number
PS 10 Area																											
1	1	42	41	Herbert St	8		6		225				VCP	4			Flaggers										
1	2	41	40	Herbert St	8		6		225				VCP	6			Flaggers										
2	3	77	41	6th St	8		6		250				VCP	0		This line has 4 laterals on it - will have to come back and line laterals on TOM3	Flaggers										
3	4	43	37	Judders Ln	8		6		350				VCP	5		This line has 7 laterals on it - but will have to come back and line the other 2 on TOM3	Flaggers										
4	5	48	45	Eddy Ln	8		6		110				VCP	3			Basic										
4	6	45	44	Eddy Ln	8		6		110				VCP	3			Basic										
5	7	35	34	Herb Ct	8		6		320				VCP	7			Flaggers										
6	8	36	34	Herbert St	8		6		230				VCP	4			Flaggers										
6	9	34	33	Herbert St	8		6		45				VCP	0			Flaggers										
7	10	33	32	Herbert St	8		6		295				VCP	3			Flaggers										
8	11	57	56	Herbert St	8		6		350				VCP	6			Flaggers										
9	12	53	52	Herbert St	8		6		35				VCP	0			Flaggers										
9	13	52	51	Herbert St	8		6		340				VCP	6			Flaggers										
PS 39 Area - Twin Gates																											
26	37	97	96	Iron Gate Cir	8		6		255				VCP	5			Basic										
27	38	96	95	Stone Gate Ln	8		6		240				VCP	7			Basic										
TOTALS																			0.0	0.0	0.0			0.0	0.0		

Date: Job Name: Port Orange Job Number: Approved Subcontractor Invoice

Sheet Number	Segment Number	Up MH	Down MH No.	LOCATION	DIAMETER in plan	THICKNESS mm in field	LENGTH in plan	DEPTH in MH	PIPE Type	TAPS # Plan	TAPS # Actual	COMMENTS	Traffic Control	Field Reporting Qty		INVERSION Planned Date	INVERSION Installed Date	TAPS		Taps Data Sent Client
														FEET	DATE			Excav Charge	Length	
PS 39 Area - Twin Gates																				
		95	94	Stone Gate Lane	8	6			LINER			Lateral Issues - Protruding Into Main								
	40	94	93	Stone Gate Lane	8	6			LINER			Lateral Issues - Protruding Into Main								
	41	93	92	Stone Gate Lane	8	6			LINER			Lateral Issues - Protruding Into Main								
	42	92	91	Stone Gate Lane	8	6			LINER			Lateral Issues - Protruding Into Main								
	43	103	91	Golden Gate Cr	8	6	265		LINER			Lateral Issues - Protruding Into Main								
	44	107	108	Golden Gate Cr	8	6			LINER			Lateral Issues - Protruding Into Main								
	45	108	105	Golden Gate Cr	8	6			LINER			Lateral Issues - Protruding Into Main								
	46	110	108	Wood Gate Dr	8	6			LINER			Lateral Issues - Protruding Into Main								
	47	109	108	Westgate Dr	8	6			LINER			Lateral Issues - Protruding Into Main								
	48	108	104	Westgate Dr	8	6			LINER			Lateral Issues - Protruding Into Main								
	49	104	91	Golden Gate Cr	8	6	250		LINER			Lateral Issues - Protruding Into Main								
TOTALS														0.0	0.0	0.0	0.0	0.0	0.0	0.0

TASK AUTHORIZATION NO 2
Payment and Performance Bond

EXHIBIT "B"

INSITUFORM TECHNOLOGIES LLC

PHASE II
LIFT STATION #10 and #39

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Diane Partridge, Contracting and Attesting Officer
Phone Number: (636) 530-8000

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$749,969.39

City Case/Project No. URH001

Description of Work: Sanitary sewer lining.

Project Location: Various locations, Port Orange, Volusia County, Florida

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

URH001 Sanitary Sewer Lining

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, Insituform Technologies, LLC as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SEVEN HUNDRED FORTY-NINE THOUSAND NINE HUNDRED SIXTY-NINE AND 39/100 DOLLARS (\$749,969.39)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of August 7, 2018, entered into by and between the Principal and the City, for sanitary sewer lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Diane Partridge, Contracting and Attesting Officer

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

7-2-19

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

Re: Cost Proposal – City of Port Orange - FY2019 – Task Order #2

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

Line Item B2(a)3 (Sectional CIPP Lining 6" Diameter 6' in Length) is being used to account for cutting out 11 protruding taps in the Twin Gates area. There will be no lateral lining of 6" diameter and 6' in length on this project

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A(a)1	Light Cleaning 4" Diameter	LF	3550	\$1.10	\$3,905.00
A(a)3	Light Cleaning 8" Diameter	LF	7,353	\$1.60	\$11,764.80
A(c)1	Root Removal 4" Diameter	LF	100	\$5.30	\$530.00
A(d)1	CCTV Inspection – Lateral Inspection 0' to 40'	EA	132	\$291.00	\$38,412.00

A(e)2	CCTV Pipe Inspection 8" Diameter	LF	7,353	\$1.10	\$8,088.30
B1(b)1	CIPP Lining 8" Diameter 6.0 mm thickness	LF	3,380	\$25.35	\$85,683.00
B2(a)3	Sectional CIPP Lining 6" Diameter 6' in Length	EA	4	\$2,065.00	\$8,260.00
B2(b)1	Sectional CIPP Lining 8" Diameter 3' in Length	EA	1	\$1,855.00	\$1,855.00
B3(a)1	Lateral CIPP Lining Top Hat w/Full Wrap 4" Lateral Connection	EA	142	\$1,960.00	\$278,320.00
B3(b)	Lateral CIPP Lining – Lateral Lining 0 – 40'	EA	132	\$1,800.00	\$237,600.00
B3(d)	Lateral Cutout & Polish	EA	129	\$162.00	\$20,898.00
B3(e)	Lateral Grout	EA	25	\$344.00	\$8,600.00
C(c)	Traffic Control – MOT Index 601 or 601 (per week)	WK	3	\$1,590.00	\$4,770.00
C(d)	Traffic Control – MOT Index 603 or higher (per week)	WK	5	\$5,300.00	\$26,500.00
D(a)	Regular Mobilization	EA	1	\$3,700.00	\$3,700.00
E(a)	Contract Performance and Payment Bond			1.5%	\$11,083.29
	TOTAL				\$749,969.39

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.

10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

Shot Number	Segment Number	Up MH	Down MH No.	LOCATION	DIAMETER		THICKNESS		LENGTH ft plan	LENGTH ft Actual	DEPTH		PIPE Type	TAPS # Plan	TAPS # Actual	COMMENTS	Traffic Control	Field Reporting Qty			Esmt Charge	Planned Date	INVERSION		TAPS		Tapes				
					in plan	in field	mm plan	mm field			inv MHA	inv MHB						TYPE	CLEANING FEET	DATE			Installed Date	Length	Cut	Grouted	Numbe	Date Sent ITI	Client		
PS 10 Area																															
1	1	42	41	Herbert St	8		6		225				VCP	4			Flaggers														
1	2	41	40	Herbert St	8		6		225				VCP	6			Flaggers														
																This line has 4 laterals on it - will have to com back and line laterals on TO#3	Flaggers														
2	3	77	41	6th St	8		6		250				VCP	0																	
																This line has 7 laterals on it - but will have to com back and line the other 2 on TO#3.	Flaggers														
3	4	43	37	Judges Ln	8		6		350				VCP	5																	
4	5	46	45	Eddy Ln	8		6		110				VCP	3			Basic														
4	6	45	44	Eddy Ln	8		6		110				VCP	3			Basic														
5	7	35	34	Herb Ct	8		6		320				VCP	7			Flaggers														
6	8	36	34	Herbert St	8		6		230				VCP	4			Flaggers														
6	9	34	33	Herbert St	8		6		45				VCP	0			Flaggers														
7	10	33	32	Herbert St	8		6		295				VCP	3			Flaggers														
8	11	57	56	Herbert St	8		6		350				VCP	6			Flaggers														
9	12	53	52	Herbert St	8		6		35				VCP	0			Flaggers														
9	13	52	51	Herbert St	8		6		340				VCP	6			Flaggers														
PS 39 Area - Twin Gates																															
26	37	97	96	Iron Gate Cir	8		6		255				VCP	5			Basic														
27	38	96	95	Stone Gate Ln	8		6		240				VCP	7			Basic														
TOTALS									3380.0	0.0				59.0	0.0			0.0			0.0				0.0	0.0					

Shot Number	Segment Number	Up MH	Down MH No.	LOCATION	DIAMETER		THICKNESS		LENGTH ft plan	LENGTH ft Actual	DEPTH		PIPE Type	TAPS # Plan	TAPS # Actual	COMMENTS	Traffic Control	Field Reporting Qty			Esmt Charge	INVERSION			TAPS		Tapes		
					in plan	in field	mm plan	mm field			inv MHA	inv MHB						TYPE	CLEANING FEET	DATE		Planned Date	Installed Date	Length	Cut	Grouted	Numbe	Date Sent	
																												ITI	Client
PS 39 Area - Twin Gates																													
	39	95	94	Stone Gate Lane	8		6						LINER			Lateral Issues - Protruding into Main													
	40	94	93	Stone Gate Lane	8		6						LINER			Lateral Issues - Protruding into Main													
	41	93	92	Stone Gate Lane	8		6						LINER			Lateral Issues - Protruding into Main													
	42	92	91	Stone Gate Lane	8		6						LINER			Lateral Issues - Protruding into Main													
	43	103	91	Golden Gate Cir	8		6		265				LINER			Lateral Issues - Protruding into Main													
	44	107	106	Golden Gate Cir	8		6						LINER			Lateral Issues - Protruding into Main													
	45	106	105	Golden Gate Cir	8		6						LINER			Lateral Issues - Protruding into Main													
	46	110	108	Wood Gate Dr	8		6						LINER			Lateral Issues - Protruding into Main													
	47	109	108	Westgate Dr	8		6						LINER			Lateral Issues - Protruding into Main													
	48	108	104	Westgate Dr	8		6						LINER			Lateral Issues - Protruding into Main													
	49	104	91	Golden Gate Cir	8		6		250				LINER			Lateral Issues - Protruding into Main													
TOTALS									515.0	0.0				0.0	0.0				0.0		0.0			0.0	0.0				

TASK AUTHORIZATION NO 2

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE II
SANITARY SEWER LINING

TASK AUTHORIZATION NO 2

EXHIBIT "B"

INSITUFORM TECHNOLOGIES LLC

PHASE II
SANITARY SEWER LINING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc.		NAIC # 24554
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 15441236 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Indepndt Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	CGD300084904	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐	Y	N	ISA H25299516	7/1/2019	7/1/2020	BROAD FORM PD/CONTRACTUAL COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	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	Y N/A	WLRC66038622 (AZ,CA,MA) WLRC66038580 (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2019 7/1/2019	7/1/2020 7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: VENDOR APPLICATION AND AGREEMENT. CITY OF PORT ORANGE IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

15441236
 CITY OF PORT ORANGE
 1000 CITY CENTER CIRCLE
 PORT ORANGE FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 15441236.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2019, forms a part of
Policy No. CGD300084904 issued to AEGION CORPORATION
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25299516	Policy Period 7/1/2019 TO 7/1/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 17988 EDISON AVENUE CHESTERFIELD MO 63005	EndorsementNumber
PolicyPeriod 7/1/2019 TO 7/1/2020	Policy Number Symbol: WLR Number: WLRC66038580 (AOS) Effective Date of Endorsement 7/1/2019
IssuedBy (Name of InsuranceCompany) Indemnity Insurance Co of North America Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Richard A Colby, Project Manager

DATE: August 8, 2019

SUBJECT: Insituform Technologies LLC (CA6601) – Piggyback Agreement for Sanitary Sewer Lining Task Authorization #2

REQUEST:

The Public Works & Utilities Department requests Council approval for Task Authorization No 2 under the current piggyback agreement with Insituform Technologies LLC (CA6601) for Sanitary Sewer Lining in an amount not to exceed \$749,969.39 (FY2020).

PURPOSE:

The purpose of this request is to maintain the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

On August 7, 2018; the City entered into a Piggyback Agreement with Insituform Tech LLC for Sanitary Sewer Lining. The agreement has an expiration date of January 23, 2021 with the option to renew up to one (1) additional two (2) year period contingent upon mutual agreement of both parties. The approved spending authority is \$750,000 per fiscal year.

In 2015, Wade Trim conducted an Inflow and infiltration (I&I) Study to identify major areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or "lining" the existing system with a special "cured in place" lining. The cured in place system consists of taking the system out of service, thoroughly cleaning the pipeline, then inserting a polyester or fiberglass liner that is attached to the interior of the pipeline using a special resin that cures the liner to the pipeline. Once the system is cured, it becomes part of the pipe. Advantages to the cured in place process is that no excavation or disturbance to the customers occur.

This process has been successfully used in sewer collection systems for over 40 years and has been used previously in the City of Port Orange system.

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sewer system. Often it is due to a failure at the connection between the city system and the customers piping. This connection is called the “lateral” and is much smaller than the main sewer pipeline.

Infiltration refers to groundwater which seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc.), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are 6680 manholes and approximately 354 miles of collection piping located in the Port Orange system. This extra water due to I&I leads to higher operating costs at the wastewater treatment plant.

On August 7, 2018 Council approved Task Authorization, No. 1- Phase 1 for sewer lining service of pipelines in lift station areas #5, #7, and #102 for an amount not to exceed \$495,659.72.

The Public Works & Utilities Department is requesting approval of Task Authorization No 2 for Phase II which will consist of lift station areas #10 (Herbert Street) and #39 (Twin Gates) for an amount not to exceed \$749,969.39 (FY2020).

FUNDING:

FY 2020 - Sewer System Rehab

Project: URH001

401-0400-535-63-97

Budget: \$1,005,604

Actual: \$749,969.39

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approval for Task Authorization No 2 under the current piggyback agreement with Insituform Technologies LLC (CA6601) for Sanitary Sewer Lining in an amount not to exceed \$749,969.39 (FY 2020).

ANTICIPATED SCHEDULE:

Set for Council approval 9/17/19

Executed TA No. 2 – 9/30/19

ATTACHMENTS:

1. Insituform Technologies LCC cost proposal
2. Certificate of Insurance



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7h) Approval of Employee Dental, Vision and Group Life Insurance with MetLife

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the proposal from MetLife and subject to the city attorney's review of final standard services agreement with renewal options for subsequent years effective January 1, 2020 and to authorize the Mayor to execute any required documents.

SUMMARY: On 08/20/2019, Council authorized the waiver of formal bidding requirements and authorized the City's broker Brown & Brown to survey the market for competitive rates and negotiate a favorable renewal.

The City has been under contract with MetLife for Employee Dental, Vision and Group Term Life insurance with no rate increase since July 2017. The City's broker, Brown & Brown Inc, was able to negotiate with MetLife to secure a 4% increase to the employee dental insurance cost. The City pays 100% for employee-only coverage. This 4% increase represents approximately a \$6,696 increase based upon 450 benefit eligible employees. The revised total premium found on the attachment will include dependent and retiree coverage, which is not paid by the City.

The proposal negotiated by Brown & Brown Inc. also represents a 12.5% increase on employee Group Term Life Insurance due to unusually high claims in 2018. This is an increase of approximately \$5,562 in total premiums to the City.

The voluntary vision insurance which is 100% employee-paid came in at a 0% increase.

These items have been accounted for in the projected Fiscal Year 2020 budget.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	City of Port Orange MetLife Renewal Proposal 2020	City of Port Orange MetLife Renewal Proposal 2020.pdf
----	---	---

Heather Carrizales	Created/Initiated - 8/16/2019
Jamie Miller	Approved - 8/27/2019
Scott Neils	Approved - 8/28/2019
Margaret Roberts	Approved - 9/10/2019
Jake Johansson	Approved - 9/10/2019
Robin Fenwick	Final Approval - 9/12/2019

Executive Summary of Dental Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Current Renewal Revised Renewal				
Vendor		Metlife		
Network:		Metlife		
Plan Name:		PPO		
		Network		
Plan Details		Single	Family	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%		
Deductible (Family Maximum):		\$25	\$75	
Deductible Waived for Preventive:		Yes		
Calendar Year Maximum:		\$2,500		
Orthodontic Lifetime Maximum:		\$1,000		
Included Adult Ortho:		Yes		
Dental Services		Benefit Level	Frequency	
Routine Exam & Cleaning:		Preventive	2 per year	
Fluoride Treatment:		Preventive	1 per year, under 14	
X-Ray (Bitewings):		Preventive	1 per year	
X-Ray (Full Mouth):		Preventive	1 per 3 years	
Sealants:		Preventive	1 per 5 years, under 17	
Fillings:		Basic		
Oral Surgery (Simple):		Basic		
Oral Surgery (Complex):		Basic		
Root Canal Therapy:		Basic		
Periodontal Scaling:		Basic	1 per quadrant per 2 years	
Periodontal Surgery:		Major	1 per quadrant per 3 years	
Crowns:		Major	1 per tooth per 5 years	
Bridges		Major	1 per 5 years	
Dentures:		Major	1 per 5 years	
Implants:		Major	1 per tooth per 5 years	
Non-Network Details		Non-Network		
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%		
Deductible (Family Maximum):		\$25	\$75	
Deductible Waived for Preventive:		Yes		
Calendar Year Maximum:		\$1,500		
Percent of UCR:		90th		
Waiting Periods:		None		
Late Entrant Penalties:		Not permitted		
Allows Annual Open Enrollment:		Yes		
Included Rollover:		No		
Employer Contribution:		Contributory		
Participation Requirement:		84%		
Rate Guarantee:		1 Year (1/1/20-12/31/20)		
Plan Rates Current Enrollment		Current	Renewal	Revised
Employee:	272	\$30.98	\$32.84	\$32.22
Family:	191	\$84.05	\$89.09	\$87.41
Total:	463			
Estimated Monthly Premiums:		\$24,480	\$25,949	\$25,459
Estimated Annual Premiums:		\$293,761	\$311,387	\$305,510
PEPY		\$634	\$673	\$660
Rate Change from Current (%):		6.0%		4.0%
Rate Change from Current (\$):		\$17,626		\$11,748

Notes:

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2020 - December 31, 2020

Basic Life:	20,150,000
AD&D:	20,150,000

Current | Renewal

Vendor

Metlife

Class Definition Plan Details:		Guarantee	
	Benefit	Maximum	Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included

Current Enrollment:

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	2 Years (1/1/20-12/31/21)

Plan Rates

	Current	Renewal
Basic Life	\$0.150	\$0.173
AD&D	\$0.034	\$0.034
Estimated Monthly Premiums:	\$3,708	\$4,171
Estimated Annual Premiums:	\$44,491	\$50,053
Rate Change from Current (%):	12.5%	
Rate Change from Current (\$):	\$5,561	

Notes:

Executive Summary of Vision Coverage

City of Port Orange

January 1, 2020 - December 31, 2020

	Current Renewal	
Vendor	MetLife	
Network	MetLife	
Plan Name	M130D	
Copays	<i>Network</i>	
Exam:	\$10	
Materials:	\$25	
Contact Fitting & Follow-up:	\$60	
Frequencies		
Exams:	12 months	
Lenses:	12 months	
Frames:	24 months	
Contacts:	12 months	
Allowances		
Frames:	\$130 (20% off balance)	
Contact (Elective):	\$130	
Contact (Medically Necessary):	Covered in Full	
Non-Network Details	<i>Non-Network</i>	
Exam:	up to \$45	
Single Vision:	up to \$30	
Bifocal:	up to \$50	
Trifocal:	up to \$65	
Frames:	up to \$70	
Contact (Elective):	up to \$105	
Contact (Medically Necessary):	up to \$210	
Employer Contribution:	0%	
Participation Requirement:	58%	
Rate Guarantee:	2 Years (1/1/20-12/31/21)	
Plan Rates Current Enrollment	Current	Renewal
Employee:	180 \$6.26	\$6.26
Employee + 1:	64 \$9.08	\$9.08
Family:	66 \$16.27	\$16.27
Total:	310	
Estimated Monthly Premiums:	\$2,782	\$2,782
Estimated Annual Premiums:	\$33,381	\$33,381
PEPY		\$108
Rate Change from Current (%):		0.0%
Rate Change from Current (\$):		\$0

Notes:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7i) Approval of Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Workers Compensation Insurance through Preferred Government Insurance Trust

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to renew Property and Casualty Insurance through Preferred Government Insurance Trust for the second year of a two-year agreement, subject to approval of the FY20 budget, to authorize the City Manager to approve minor modifications in the premium and to authorize the Mayor to execute all necessary documents.

SUMMARY: On August 21, 2018, Council approved an initial two year term for insurance policies brokered through Brown & Brown for Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Workers Compensation from 10/01/2018 through 09/30/2020 pursuant to RFP 18-22. The RFP provided for an initial term of one year (10.01.2018 through 09.30.2019), with four optional one-year renewals, subject to written agreement of the parties, approval of City Council, and approval of the budget for the then-current fiscal year. Brown & Brown offered a two-year rate guarantee, subject to NCCI Experience Modification factors, changes to scheduled property, inland marine and automobile, number of employees, and payroll.

Brown & Brown has submitted its proposal for the second-year term (10.01.2019 – 09.30.2020) with premiums subject to the following changes: Deadly Weapon Protection Liability Coverage has been added, with no increase in premium. The renewal endorsement will provide the policy form and details, but in summary it gives the City a \$1 million limit for each event with sub-limits for things such as counseling, funeral expenses, and crisis management. Inland Marine values increased from \$4,437,892 to \$4,761,087. GL Payroll increased from \$17,276,823 to \$17,795,129. Public Officials Payroll rating base increased from \$22,710,284 to \$23,391,594. Vehicles were valued at \$12,816,217 last year; this year the values are \$15,022,642. The vehicle count including trailers went from 292 last year to 288 this year. WC payrolls increased from \$22,710,284 to \$23,391,594. The City's modification factor was reduced from 1.14 to 1.11.

Page 24 of the attached proposal details the expiring and renewal premiums for each line of coverage. Overall, the proposal represents a reduction in total premiums of \$37,450 compared to FY19.

Project No.: Funding Account No.: 504-1000-519.45-10
504-1000-519.45-16

ATTACHMENTS:

1.	Proposal	Second Year Summary of Bound.PDF
2.	Application - Equipment Breakdown	Application - Equipment Breakdown.pdf

Grace Stewart	Created/Initiated - 8/21/2019
Jamie Miller	Approved - 8/23/2019
Scott Neils	Approved - 8/26/2019
Margaret Roberts	Approved - 9/6/2019
Jake Johansson	Approved - 9/6/2019
Robin Fenwick	Final Approval - 9/9/2019

THE CITY OF PORT ORANGE

SUMMARY OF BOUND INSURANCE

For the Second Year of Two-Year Policy

Effective: 10/01/2019 – 10/01/2020

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Ara Dresner, AAI
Senior Account Manager

Alexandria Penaherrera
Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

TABLE OF CONTENTS

CLIENT SERVICE TEAM	4
PGIT MUNICIPALITY EXCESS INSURANCE STRUCTURE.....	6
BOUND PROPERTY COVERAGE	8
BOUND INLAND MARINE COVERAGE	11
BOUND EQUIPMENT BREAKDOWN COVERAGE	12
BOUND CRIME COVERAGE.....	14
BOUND DEADLY WEAPON PROTECTION LIABILITY COVERAGE	15
BOUND LIABILITY COVERAGE.....	16
BOUND LAW ENFORCEMENT LIABILITY COVERAGE	17
BOUND PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE	18
BOUND CYBER LIABILITY COVERAGE	20
BOUND AUTOMOBILE COVERAGE	22
BOUND WORKERS' COMPENSATION COVERAGE	23
SUMMARY OF BOUND PREMIUMS & RELATED INFORMATION	24
2-YEAR COVERAGE AGREEMENT OPTION	26
PAYMENT PLAN.....	27
BINDING SUBJECTIVITIES.....	27
A.M. BEST FINANCIAL RATING.....	28
NOTICE OF CARRIER FINANCIAL STATUS.....	30
APPENDIX.....	31
SCHEDULES	35

**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Bobbi Barlow
Email	BBarlow@bbdaytona.com
Phone	(386) 239-5724
ACCOUNT MANAGER	Ara Dresner
Email	ADresner@bbdaytona.com
Phone	(386) 239-5757
CLAIMS ANALYST	Tiffany Harbin
Email	THarbin@bbdaytona.com
Phone	(386) 333-6082
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

***Preferred* Governmental Insurance Trust
Excess Insurance Structure**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 19-20

Statutory Limits	All Property Insured by Trust						
	\$340,000,000 Total Limit						
Arch Insurance Company	Arch Specialty Chubb Custom Colony Specialty Endurance UK General Star Indemnity Ironshore Lloyds Markel RSUI Westport Insurance \$140,000,000 (Excess over Tower 1 & Tower 2)		\$1,000,000	Higher Limits Available \$1,000,000 Per Occurrence Limit			
\$1,000,000			Beazley	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.
Great American E&S Ins. Com.							
\$1,000,000 Retention	\$100,000,000 AWAC Arch Specialty Beazley Bershire Hathaway Chubb Custom Endurance UK Endurance Am Spc Hanover Lloyd's Ironshore Lloyds Neon Lloyds RSUI Starr Surplus Westchester (Tower 1)	\$100,000,000 AWAC Arch Specialty Bershire Hathaway Brit USA Colony Ins. Co. Endurance UK Endurance Am Spc. Everest Independent Specialty Interstate Fire Ironshore Lloyds Navigators RSUI Starr Westchester Westport Ins (Tower 2)		\$200,000 Retention	\$200,000 Retention	\$150,000 Retention	\$100,000 Retention
	\$25,000		\$10,000				
Workers' Compensation	Property Inland Marine and Automobile PD		Active Assailant	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices

**Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 19-20**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company (AWAC)	A XV	Non-admitted
Arch Insurance Company	A+ XV	Non-admitted
Arch Specialty Insurance Company	A+ XV	Non-admitted
Beazley Insurance Company	A XIII	Non-admitted
Berkley Assurance Insurance Company	A+ XV	Non-admitted
Bershire Hathaway Specialty Insurance Company	A++ XV	Non-admitted
British American Insurance Company	A VI	Non-admitted
Chubb Custom Insurance Company	A++ XV	Non-admitted
Colony Insurance Company	A XIV	Non-admitted
Colony Specialty	A XIV	Non-admitted
Endurance American Specialty	A+ XV	Non-admitted
Endurance UK	A+ XV	Non-admitted
Everest Security Insurance Company	A+ XV	Non-admitted
General Star Indemnity Company	A++ XV	Non-admitted
Great American E&S Insurance Company	A+ XIV	Non-admitted
Hanover Lloyd's Insurance Company	A XV	Non-admitted
Independent Specialty	A XV	Non-admitted
Interstate Fire & Casualty	A+ XV	Non-admitted
Ironshore Specialty	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Markel Insurance Company	A XV	Non-admitted
Navigators Specialty Insurance Company	A XII	Non-admitted
Neon Lloyds	A XV	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
RSUI Indemnity Company	A+ XIV	Non-admitted
Starr Surplus Lines Insurance Company	A XV	Non-Admitted
Westchester Surplus Lines Insurance Company	A++ XV	Non-admitted
Westport Insurance Corporation	A+ XV	Non-admitted
Westchester Surplus Lines Insurance Company	A++ XV	Non-admitted
Westport Insurance Corporation	A+ XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent insurer

Preferred Governmental Insurance Trust

BOUND PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Building & Personal Property Coverage Form
Sinkhole Coverage included
Causes of Loss – Special Form, in addition to standard policy exclusions

Location of Premises:

See Schedule of Property Values & Locations – Appendix

Description of Property:	Limits of Coverage:
Buildings & Contents – Total Insured Values – <i>Blanket</i>	\$112,859,206
Flood Limit – Per Occurrence & Aggregate <i>Excess of NFIP whether purchased or not</i>	\$2,000,000
Earth Movement Limit – Per Occurrence & Aggregate	\$2,000,000
Terrorism (Including Inland Marine, if Applicable)	\$5,000,000

Deductibles:	
All Other Perils, Per Occurrence Building & Contents Including Extensions of Coverage	\$25,000
Named Windstorm, Per Occurrence/Per Location <i>Subject to a Minimum Per Occurrence</i>	3% of TIV \$35,000
Per Flood, Any One Occurrence	\$25,000
Earth Movement	\$25,000
TRIA	\$25,000

Coinsurance:

No Coinsurance Provision

Valuation:

Replacement Cost Coverage – Subject to Limits Shown in the Policy at Time of Loss

NOTE: Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred Governmental Insurance Trust

BOUND PROPERTY COVERAGE ENHANCEMENTS

Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals – Annual aggregate	\$5,000
Business Income	\$1,000,000
Extra Expense	\$1,000,000
Debris Removal; Whichever is Greater, Per Occurrence	\$250,000/25% of Loss
Demolition, Ordinance, Increased Cost of Construction	\$500,000
Duty to Defend	Included
Errors & Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense – when caused by a covered loss other than fire or by flood	\$500,000
Lawns, Plants, Trees & Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Others	\$50,000
Pollution Cleanup Expense Aggregate Limit	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$20,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

NOTE: If the City acquires new locations during this policy period, there will be no premium charge made to add the location mid-term by endorsement.

Preferred Governmental Insurance Trust

BOUND PROPERTY COVERAGE (*Continued*)

Property Not Covered:

- Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
- Aircraft
- Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
- Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
- Currency, money, notes or securities
- Dams, dikes or levees
- Contraband or property in the course of illegal transportation or trade
- Property covered under import or export ocean cargo policies
- Property you transport as a common carrier
- Property shipped by mail unless sent registered or certified
- Vehicles licensed or designed for highway use, unless shown on the Property Schedule excluding over the road use.

Property and Inland Marine Exclusions Include (but are not limited to):

- War, Military Action
- Biological or Chemical Materials
- Electronic Data
- Electronic Data Recognition Exclusion
- Asbestos
- Earth movement (other than sinkhole which is covered)
- Pollution
- Demolition Cost, Operation of Building Laws and Increased Cost of Construction
- Seizure or destruction of covered property by government order
- Nuclear reaction, nuclear radiation
- Interference with or interruption of any public or private utility providing power, hear, air, communication, water or sewer or any other service if the failure occurs away from you covered location.
- Unexplained or mysterious disappearance of any property
- Shortage of inventory
- Theft by employees
- Criminal, fraudulent, dishonest acts committed by you
- Manufacturing or processing operations which result in damage to stock or materials
- Delay, loss of market, loss of use
- Wear and tear, inherent vice, smog, acid rain, smoke, fumes, animals, bird, vermin, rodents, insects, change in temperature, contamination
- Mold/Fungus (see page 10 for limited coverage)
- Failure or breakdown of equipment, explosion of steam boilers, gas turbines
- Defective, faulty, inadequate construction maintenance, workmanship
- Damage to structure located in the water including bulkheads, piers, docks, wharves, retaining walls, boardwalks from freezing, impact of watercraft, waves or debris driven by waves, pressure of water whether driven by wind or not, sinking or settling.

Preferred Governmental Insurance Trust

BOUND INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Inland Marine Coverage Form

Schedule of Inland Marine:

See Schedule of Inland Marine Equipment - Appendix

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine Subject to \$25,000 Any One Item Excluding Watercraft	\$1,000,000
Scheduled Inland Marine	\$3,261,087
Valuable Papers & Records	\$500,000
Total All Inland Marine	\$4,761,087

Deductibles:	
Per Occurrence	Varies – See Schedule

Valuation:

Scheduled Inland Marine – Agreed Value

Subject to a Maximum Valuation of \$25,000 per Item for Unscheduled Inland Marine

Unscheduled Items – Replacement Cost

Exclusions Include (but are not limited to):

See Property and Inland Marine Exclusion in previous section

Note: Scheduled Inland Marine limit increased from \$2,937,892 at inception

Federal Insurance Company

BOUND EQUIPMENT BREAKDOWN COVERAGE

Client ultimately chooses value insured

Description of Coverage:	Limits of Coverage:
Blanket Limit	
Property Damage	\$120,000,000
Business Income/Extra Expense –	\$1,000,000
Extended Period Unlimited	
Ammonia Contamination	\$100,000
Debris Removal	\$100,000
Dependent Business Premises	\$100,000
Electronic Data	\$1,000,000
Fungus Cleanup or Removal	\$50,000
Loss of Utilities	\$1,000,000
Off Premises Property Damage	\$100,000
Pair and Set	\$50,000
Pollutant Cleanup or Removal	
Property Damage	\$250,000
Business Income	\$250,000
Preparation of Loss Fees	
Property Damage	\$50,000
Business Income	\$50,000
Unintentional Errors or Omissions Property Damage	\$1,000,000
Newly Acquired Premises	365 Days

\$250,000 Blanket Limit of Insurance:

Electronic Data
Expediting Expenses
Public Safety Service Charge
Spoilage – Scheduled Locations & Utility Owned Equipment
Water Damage

Deductibles:	
Property Damage	\$25,000
Business Income	24 Hours
Dependent Business Premises	24 Hours
Loss of Utilities	24 Hours

Federal Insurance Company

BOUND EQUIPMENT BREAKDOWN COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Premium Summary
Important Notice – Terrorism
Title Page
Insuring Agreement
Property Declarations with Premise Locations
Supplementary Declarations – Property
Supplementary Declarations – Business Income
Property Damage Contract
Property/Business Income with Extra Expense
Property/ Business Income Conditions and Definitions
Florida Mandatory Conditions
Special Waiting Period Provisions Added
Cap on Certified Terrorism Losses

Additional Features:

Alternative Power Generating Systems Included in Business Income
Alternative Water Systems Included in Business Income
Brands & Labels Included in Property Damage
Civil Authority Included – 30 Days
Diagnostic Equipment Included
Elevators, Escalators, Conveyors & Hoist Equipment Included
Enhanced Safety Valuation – 25% of the loss amount to repair or replace
Existing Green Standards Included
Extended Warranties Valuation Included
Joint Loss Agreement Included
Newly Acquired Premises – 365 Days Included
Notice of Cancellation – 60 Days, except 20 days for non-payment of premium
Ordinance or Law Valuation Included
Pollutants (Hazardous Substances) Included
Replacement Cost Included

Travelers Casualty & Surety Company of America

BOUND CRIME COVERAGE

Higher limits may be available upon request

Description of Coverage:	Limits of Coverage:
Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises (Money, Securities, Other Property)	\$1,000,000
In Transit (Money, Securities, Other Property)	\$1,000,000
Money Orders & Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Claim Expense	\$5,000
Social Engineering Fraud	\$100,000

Retentions:	
Employee Theft	\$10,000
Forgery or Alteration	\$10,000
On Premises (Money, Securities, Other Property)	\$10,000
In Transit (Money, Securities, Other Property)	\$10,000
Money Orders & Counterfeit Money	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000
Claim Expense	\$0
Social Engineering Fraud	\$10,000

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
 Removal of Short-Rate Cancellation Endorsement
 Crime Declarations Page
 Government Entity Crime Endorsement - Faithful Performance of Duty
 Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
 Social Engineering Fraud Insuring Agreement Endorsement
 Amendatory Endorsement for Certain ERISA Conditions
 Florida Changes Endorsement
 Florida Cancellation or Termination Endorsement
 Replace Exclusion BB. Endorsement: Crime policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan.

Preferred Governmental Insurance Trust

BOUND DEADLY WEAPON PROTECTION LIABILITY COVERAGE
Higher limits may be available upon request

This coverage is new for the 2nd year of your two-year coverage agreement.

Deadly Weapon Protection Coverage: Claims Made	Limits of Coverage:
Each Event	\$1,000,000
<i>Sub-limits (these limits do not increase the event limit)</i>	
Business Interruption per Event	Included
Demolition, Clearance and Memorialization per Event	\$250,000
Extra Expense per Event	\$250,000
Crisis Management per Event	Included
Property Damage Extension per Event	\$250,000
Counseling Services per Event	\$250,000
Funeral Expenses per Event	\$250,000
Claims Expenses per Event	Included
<i>Retroactive Date</i>	<i>10/01/2019</i>

Claims Expenses are Included in the Limits of Liability

Deductibles:	
Each Event	\$0

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
PGIT MN040 1019 Active Assailant Declarations (defines limits and sub-limits)
PGIT MN400 1019 Deadly Weapon Third Party Liability Claims Made Coverage

Premium is Not Subject to Annual Audit
25% Minimum Earned Premium

Preferred Governmental Insurance Trust

BOUND LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Description of Coverage:

Commercial General Liability – Occurrence Form – Defense Outside the Limit

Description of Coverage:	Limits of Coverage:
Bodily Injury & Property Damage	\$2,000,000
Personal Injury & Advertising Injury	Included
Products & Completed Operations	Included
Employee Benefits Liability, Per Person	\$2,000,000
Herbicide & Pesticide Aggregate	\$1,000,000
Medical Payments	\$2,500
Fire Damage	Included
Sewer Backup & Water Damage	
No Fault Per Claimant	\$10,000
At Fault Per Claimant	\$200,000
Subject to Aggregate	\$200,000
Claims Arising Out of Bert J. Harris or Similar Claim	
Including Expenses	
Each Occurrence	\$300,000
Aggregate	\$300,000
Deductible	\$0

Rating Basis:	Exposure:
Ratable Payroll	\$17,795,129

Bodily Injury/Property Damage Exclusions Include (but are not limited to):

Expected or Intended Injury
 Contractual Liability
 Liquor Liability (Only if you are in business of selling; Host Liquor is included)
 Workers Compensation Laws
 Employers Liability
 Pollution
 Aircraft, auto, watercraft (watercraft less than 52' not used to carry persons for a charge are covered)
 Mobile Equipment being transported by an auto owned, operated or rented by you
 War
 Damage to Property, your Product or your Work
 Damage to Impaired Property
 Recall of Products
 Racketeering
 Law Enforcement
 Asbestos, Mold, Bacteria, Fungi

Preferred Governmental Insurance Trust

BOUND LAW ENFORCEMENT LIABILITY COVERAGE

Higher limits may be available upon request

Description of Coverage:

Law Enforcement Liability – Occurrence Form
Defense Costs are Outside of the Limit of Liability

Description of Coverage:	Limits of Coverage:
Law Enforcement Liability, Per Person	\$2,000,000
Law Enforcement Liability, Per Occurrence	\$2,000,000
Deductible	\$0

Rating Basis:	Exposure:
Full Time Officers	89
Part Time Officers	2
Volunteer Officers	0
Canines	5

Exclusions Include (but are not limited to):

Liability Assumed Under Any Contract or Agreement Except Those Assumed in
Mutual Aid or Reciprocal Law Enforcement Contract or Agreement
Claims Arising from Willful Violation of Penal Statute or Ordinance Committed
with The Knowledge or Consent of Any Covered Party
Failure to Follow Statutory Procedures for Seizing Property Under Florida
Contraband Forfeiture Act
Claims Arising from Publication or Utterance of a Libel or Slander or other
Defamatory or Disparaging Material Prior to the Effective Date of This Coverage
Criminal acts
Aircraft, Auto or Watercraft
Employment Injury
Non-Monetary Damages

Preferred Governmental Insurance Trust

**BOUND PUBLIC OFFICIALS LIABILITY & EMPLOYMENT
PRACTICES LIABILITY COVERAGE**

Higher limits may be available upon request

Description of Form:

Public Officials Liability Coverage & Employment Practice Liability
Occurrence Form
Defense Costs are Outside of the Limit of Liability

Description of Coverage:	Limits of Coverage:
Public Officials Liability	\$2,000,000
Deductible	\$0
Supplementary Payments	
Pre-Termination, Per Employee	\$2,500
Annual Aggregate	\$5,000
Non-Monetary Claims – Defense Costs & Claims Expenses	\$100,000
Employment Practices Liability	\$2,000,000
Deductible	\$0

Rating Basis:	Exposure:
Total Payroll	\$23,391,594

Exclusions Include (but are not limited to):

Alleged or actual dishonest, fraudulent, unlawful, criminal, malicious or willful and wanton act, error or omission, or any intentional or knowing violation of the law by a covered party
Alleging bodily injury, property damage, personal injury, advertising injury, any allegation alleging negligent employment or supervision, willful violation of any statute
Alleging inverse condemnation, eminent domain, temporary or permanent taking or any claim brought under Bert J. Harris (See GL for coverage details)
War, invasion
Failure to maintain insurance
Gaining any profit or financial advantage to which entity not legally entitled
Improper assessment of taxes, assessments, penalties, fines
Pollution
Nuclear
ERISA
Wrongful Employment Practices
Contractual liability
Violation of Antitrust
Rendering or failure to render medical services
Prior Litigation

Preferred Governmental Insurance Trust

**BOUND PUBLIC OFFICIALS LIABILITY & EMPLOYMENT
PRACTICES LIABILITY COVERAGE (*Continued*)**

Exclusions Include (*Continued*):

Wrongful acts that should have been noticed to prior insurer
Workers' Compensation, disability benefits, unemployment compensation,
Retirement benefits, social security benefits, Fair Labor Standards Act,
Claims resulting from Law Enforcement activities
Copyright, trademark, plagiarism, piracy of any ideas
Auto
Media wrongful act

Preferred Governmental Insurance Trust

BOUND CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Description of Form:

Cyber Liability Coverage – Claims Made Form
Claims Expenses are Within the Limit of Liability
Retroactive Date: 10/1/16

Description of Coverage:	Limits of Coverage:
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
Deductible	\$0

Third Party Insuring Agreements:

Media Content Services Liability (Website Media Content wrongful act)
Network Security (E&O)
Privacy Liability (Privacy notification costs/compliance w/breach notification law)
PCI DSS (\$250,000 Sublimit - Payment Card Industry Data Security Standards)

First Party Insuring Agreements:

Cyber Extortion Threat
Data Breach Response and Crisis Management Coverage
Business Interruption and Extra Expense
Social Engineering Financial Fraud (\$250,000 sublimit)

Extended Reporting Periods:

If the Trust terminates or does not renew this Coverage Agreement, or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

- A) Automatic Extended Reporting Period: 60 Days
- B) Optional Extended Reporting Period: 12 months at additional premium

Exclusions include (but are not limited to):

Deliberate acts
Personal Profit
Prior Acts
Bodily Injury or Property Damage
Employment Practices Liability
Ownership
Covered party vs. covered party
ERISA/Securities

Preferred Governmental Insurance Trust

BOUND CYBER LIABILITY COVERAGE (*Continued*)

Exclusions Include (*Continued*):

Pollution
Contract Liability
Guarantees
Advertising
Product Recall
Business Practice
Patent
Privacy
Governmental Action
Software Responsibility (failure to install updates)
Act of God
Recovery of Profits, Royalties, Fees

Preferred Governmental Insurance Trust**BOUND AUTOMOBILE COVERAGE*****Higher limits may be available upon request***

Description of Coverage:	Symbol:	Limits of Coverage:	
Bodily Injury & Property Damage	1	\$1,000,000	Combined Single Limit
Personal Injury Protection (Florida No-Fault)	5	\$10,000	Each Person
Medical Payments	2	\$2,500	Each Person
Physical Damage – Owned Autos			
Comprehensive	2	\$1,000	Deductible
Collision	2	\$1,000	Deductible
Physical Damage – Hired Autos		\$35,000	Limit
Comprehensive	8	\$1,000	Deductible
Collision	8	\$1,000	Deductible

Schedule of Vehicles:

See Schedule of Automobiles – Appendix

Forms & Endorsements Include (but are not limited to):

Policy Forms & Endorsements as issued by Carrier
Business Auto Coverage Form
Hired Auto Liability

Exclusions Include (but are not limited to):

Expected or Intended Injury
Contractual
Workers Compensation
Fellow Employee
Care, Custody or Control
Movement of Property by Mechanical device
Pollution (other than accidents that occur away from premises that discharge pollutants caused by the overturn, upset or damage

Coverage only applies to vehicles that are owned/titled or leased in the City's name. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Preferred Governmental Insurance Trust

BOUND WORKERS' COMPENSATION COVERAGE

Employers Liability Coverage:	Limits of Coverage:
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Aggregate	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

Class Code:	Description:	Payroll:
5509	Street or Road Maintenance & Drivers	\$920,328
7520	Waterworks Operation & Drivers	\$2,929,066
7580	Sewage Disposal Plant Operation & Drivers	\$854,876
7704	Fire Patrol or Protective Corps & Drivers	\$3,511,866
7720	Police Officers & Drivers	\$5,596,465
8380	Automobile Service or Repair Center & Drivers	\$196,077
8810	Clerical Office Employees	\$4,460,649
8820	Attorney – All Employees	\$248,894
8831	Hospital – Veterinary & Drivers	\$39,508
9015	Building or Property Management	\$228,094
9102	Lawn Maintenance – Commercial	\$1,582,892
9410	Municipal, Township, County or State Employee	\$2,822,879
	2019 Total Projected Payroll	\$23,391,594
	<i>Manual Premium</i>	<i>\$781,443</i>
	**Deductible: \$25,000 – NO AGGREGATE STOP LOSS AVAILABLE W/PREFERRED	(\$156,289)
	Safety Program (2% Credit)	(\$12,503)
	Drug-Free Workplace (5% Credit)	(\$30,633)
	<i>Subtotal</i>	<i>\$582,018</i>
	Experience Modification (1.110)	\$64,022
	Schedule Rating	(\$214,439)
	Premium Discount	(43,461)
	Expense Constant	\$160
	Total Estimated Premium	\$388,300

Forms, Endorsements & Exclusions Include (but are not limited to):

Policy Forms, Endorsements & Exclusions as issued by Carrier

SUMMARY OF BOUND PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Expiring:	Renewal:
Property	\$ 238,545.00	\$ 237,370.00
Equipment Breakdown	\$ 6,096.00	\$ 6,096.00
Inland Marine	\$ 10,522.00	\$ 11,308.00
Crime	\$ 3,057.00	\$ 3,057.00
General Liability	\$ 92,808.00	\$ 95,592.00
Law Enforcement Liability	\$ 87,492.00	\$ 87,492.00
Public Officials/EPLI/Cyber	\$ 52,651.00	\$ 53,779.00
Auto Liability	\$ 49,936.00	\$ 49,087.00
Auto Physical Damage	\$ 31,206.00	\$ 36,533.00
Workers' Compensation	\$ 433,751.00	\$ 388,300.00
Total Premium	\$ 1,006,064.00	\$ 968,614.00

Minimum Earned Premium:

Coverage agreement shall be 25% minimum earned as of the first day of the
Coverage period

Shared Limit:

The Preferred Property program is a shared limit. The limits purchased are a “per occurrence limit” and in the event an occurrence exhausts the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. See next page for additional details on the Excess coverage in place to protect the Trust.



Preferred Shared Property Limits

Preferred Governmental Insurance Trust (Preferred) buys a shared limit for property. In the event an occurrence exhausts the limit purchased, payment to Preferred members for a covered loss will be reduced pro-rata based on the amounts of covered loss by the members.

Preferred currently writes \$10B of TIV in 62 Florida counties. This spread of risk improves the catastrophe modeling, yielding in lower required purchase limits.

Preferred purchases no less than the AIR CatStation 250 year storm event. This catastrophe modeling is done on an annual basis for all building and contents insured by the Trust. In the unlikely event an occurrence exhausts the purchased limit each member would be paid on a pro-rata basis.

Below is a list of the previous named storm losses:

Storm	Year	Insured losses
Charley	2004	\$10,076,331
Frances	2004	\$4,566,459
Jeanne	2004	\$5,220,165
Dennis	2005	\$797,998
Katrina	2005	\$204,830
Wilma	2005	\$9,285,773
Fay	2008	\$0
Beryl	2012	\$24,628
Debby	2012	\$286,110
Isaac	2012	\$2,741
Andrea	2013	\$0
Hermine	2016	\$214,804
Julia	2016	\$57,400
Matthew	2016	\$3,527,976
Irma	2017	\$16M estimate
Nate	2017	\$0

As you can see based on Preferred's actual loss history there has been just over \$50M in named storm losses since the Trust started offering property coverage in 2003.

2-YEAR COVERAGE AGREEMENT OPTION

This proposal reflects the second year of the Two-Year Coverage Agreement that began 10/1/2018 and ends 10/1/2020.

- A. All Aggregate limits reset for the period 10/1/19 – 10/1/20. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/1/19 to 10/1/20 was be determined based on updated exposure values for this period.
- C. Rates for the period 10/1/19 – 10/1/20 are identical to those for the 10/1/18 – 10/1/19 period with premiums subject to the following:
 - a. NCCI Experience Modification factors will be applied as promulgated
 - b. Changes to Schedule Property, Inland Marine, and Automobile
 - c. Payroll
 - d. Number of Employees
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premiums for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 - a. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Options:
Property Inland Marine Liability Automobile	<i>Preferred</i> Governmental Insurance Trust	Agency Bill	• 25% down at inception, 50% at 75 days and 25% at 166 days • 50% down at inception, 25% at 75 days and 25% at 166 days
Equipment Breakdown	Federal Insurance Company	Agency Bill	• Annual Premium Due in Full
Crime	Travelers Casualty & Surety Company	Agency Bill	• 2-Year Term – Annual Equal Installments
Workers' Comp	<i>Preferred</i> Governmental Insurance Trust	Direct Bill	• Quarterly

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property Inland Marine Liability Automobile	<i>Preferred</i> Governmental Insurance Trust	• Nothing at this time
Equipment Breakdown	Federal Insurance Company	• Nothing at this time
Crime	Travelers Casualty & Surety Company	• Nothing at this time
Workers' Comp	<i>Preferred</i> Governmental Insurance Trust	• Nothing at this time

Please refer to the individual BOUND coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
Property Inland Marine Liability Automobile Workers' Compensation	<i>Preferred</i> Governmental Insurance Trust	NR	NR
Equipment Breakdown	Federal Insurance Company	A++	XV
Crime	Travelers Casualty & Surety Company of America	A++	XV

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class Adj. PHS (\$ Millions)</i>	<i>Class Adj. PHS (\$ Millions)</i>
I Less than 1	IX 250 to 500
II 1 to 2	X 500 to 750
III 2 to 5	XI 750 to 1,000
IV 5 to 10	XII 1,000 to 1,250
V 10 to 25	XIII 1,250 to 1,500
VI 25 to 50	XIV 1,500 to 2,000
VII 50 to 100	XV 2,000 or greater
VIII 100 to 250	

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida, Inc. and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Insurance coverage is being placed through *Preferred* Governmental Insurance Trust which is currently not rated by A.M. Best Company.
- The financial condition of insurance companies may change rapidly and that such changes are beyond the control of Brown & Brown.
- You have had the ability to review the financial information for this carrier as found in one or more of the following sources: a state department of insurance website, A.M. Best Company website, carrier or a carrier website.
- You have had an opportunity to consider the information provided regarding your insurance quote and insurance placement and review it with your accountants, legal counsel and advisors.

Named Insured: **The City of Port Orange**
Policy Number: **TBD**
Policy Period: **10/01/2018 – 10/01/2019**
Date of Notice: **07/06/2018**

* A.M. Best Rating Guide: **Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

Public Risk Underwriters, Inc.
Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown of Florida Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through *Preferred* Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Lian
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12% of the *Preferred* premiums billed and collected.

Preferred has also contracted with *Preferred* Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Lian with Insurance Company
- Claims Lian with *Preferred* Members
- Claims Adjustment

Public Risk Underwriters, Inc.
Compensation Disclosure (*Continued*)

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

SCHEDULES

Property Schedule

#	Description	Address Line	City	State	Zip	Building Value	Content Value	Total Value
001	Adult Activity Center Annex	3738 Halifax Drive	Port Orange	FL	32127	\$268,610	\$79,600	\$348,210
002	Adult Activity Center Building	4790 Ridgewood Avenue	Port Orange	FL	32127	\$545,800	\$111,200	\$657,000
003	Airport Road Park: Land Improvements (8" well on Sports Field)	6751 Airport Road	Port Orange	FL	32127	\$95,760	\$0	\$95,760
004	Airport Road Park: Plant (Equip) in Open (Playground Equipment)	6751 Airport Road	Port Orange	FL	32127	\$83,000	\$0	\$83,000
005	Airport Road Park: Restroom Building	6751 Airport Road	Port Orange	FL	32127	\$52,200	\$0	\$52,200
006	Airport Road Park: Shelter	6751 Airport Road	Port Orange	FL	32127	\$41,000	\$0	\$41,000
007	Allen Green Civic Center	4705 Clyde Morris Boulevard	Port Orange	FL	32127	\$3,093,740	\$908,400	\$4,002,140
008	Causeway Park: Boat Dock #1 and Handicap Ramp (Southwest)	93 Dunlawton Avenue	Port Orange	FL	32127	\$49,000	\$0	\$49,000
009	Causeway Park: Boat Dock #2 (Northwest)	93 Dunlawton Avenue	Port Orange	FL	32127	\$83,000	\$0	\$83,000
010	Causeway Park: Fishing Dock #1 (West Dock, under bridge)	93 Dunlawton Avenue	Port Orange	FL	32127	\$304,500	\$0	\$304,500
011	Causeway Park: Fishing Dock #2 (T Dock)	93 Dunlawton Avenue	Port Orange	FL	32127	\$400,000	\$0	\$400,000
012	Causeway Park: Restroom Building	93 Dunlawton Avenue	Port Orange	FL	32127	\$43,800	\$0	\$43,800
013	Causeway Park: Shelter	93 Dunlawton Avenue	Port Orange	FL	32127	\$27,500	\$0	\$27,500
014	City Center Sports Complex: Concession/Restroom Building	4625 City Center Drive	Port Orange	FL	32127	\$77,800	\$0	\$77,800
015	City Center Sports Complex: Dugout Structure #1A (1st base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
016	City Center Sports Complex: Dugout Structure #1B (3rd base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
017	City Center Sports Complex: Dugout Structure #2A (1st base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
018	City Center Sports Complex: Dugout Structure #2B (3rd base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
019	City Center Sports Complex: Dugout Structure #3A (1st base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
020	City Center Sports Complex: Dugout Structure #3B (3rd base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
021	City Center Sports Complex: Dugout Structure #4A (1st base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
022	City Center Sports Complex: Dugout Structure #4B (3rd base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
023	City Center Sports Complex: Dugout Structure #5A (1st base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
024	City Center Sports Complex: Dugout Structure #5B (3rd base)	4625 City Center Drive	Port Orange	FL	32127	\$9,100	\$0	\$9,100
025	City Center Sports Complex: Outdoor Lighting, Scoreboards, Structures	4625 City Center Drive	Port Orange	FL	32127	\$349,700	\$0	\$349,700
026	Coraci Park: 1 Playset, Aluminum Bleachers, Aluminum Benches	5200 Coraci Blvd.	Port Orange	FL	32127	\$50,000	\$0	\$50,000
027	Coraci Park: Chain Link Fencing	5200 Coraci Blvd.	Port Orange	FL	32127	\$100,000	\$0	\$100,000
028	Coraci Park: Concession/Restroom Building	5200 Coraci Blvd.	Port Orange	FL	32127	\$185,050	\$0	\$185,050
029	Coraci Park: Grandstands	5200 Coraci Blvd.	Port Orange	FL	32127	\$300,000	\$0	\$300,000
030	Coraci Park: Outdoor Lighting	5200 Coraci Blvd.	Port Orange	FL	32127	\$800,000	\$0	\$800,000
031	Coraci Park: Pre-Fab Restroom	5200 Coraci Blvd.	Port Orange	FL	32127	\$160,000	\$0	\$160,000
032	Coraci Park: Scoreboard	5200 Coraci Blvd.	Port Orange	FL	32127	\$50,000	\$0	\$50,000
033	Kenneth W. Parker Amphitheater	2001 City Center Circle	Port Orange	FL	32127	\$401,210	\$0	\$401,210
034	Lakeside Community Center: Building	1999 City Center Circle	Port Orange	FL	32127	\$951,230	\$116,400	\$1,067,630
035	Lakeside Community Center: Recreation Storage Building	1999 City Center Circle	Port Orange	FL	32127	\$89,900	\$0	\$89,900
036	Memorial Park: Fishing Dock #1	3801 Jackson Street	Port Orange	FL	32127	\$121,600	\$0	\$121,600
037	Memorial Park: Fishing Dock #2	3801 Jackson Street	Port Orange	FL	32127	\$153,700	\$0	\$153,700
038	Parks Maintenance Facility	5839 Trailwood Drive	Port Orange	FL	32127	\$1,146,000	\$142,900	\$1,288,900
039	Port Orange Gymnasium: Equipment Storage	4655 City Center Circle	Port Orange	FL	32127	\$185,180	\$34,000	\$219,180
040	Port Orange Gymnasium: Gym Building	4655 City Center Circle	Port Orange	FL	32127	\$2,492,400	\$228,200	\$2,720,600
041	Port Orange Train Depot	415 Herbert Street	Port Orange	FL	32127	\$172,000	\$0	\$172,000
042	Riverwalk Park: Boardwalk	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$65,000	\$0	\$65,000
043	Riverwalk Park: Boardwalk & Fishing Pier	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$134,000	\$0	\$134,000
044	Riverwalk Park: Playground	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$130,000	\$0	\$130,000
045	Riverwalk Park: North Restroom/Concession Building	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$130,000	\$0	\$130,000
046	Riverwalk Park: South Restroom/Concession Building	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$180,000	\$0	\$180,000
047	Riverwalk Park: Splash Pad	3431 S. Ridgewood Avenue	Port Orange	FL	32127	\$42,000	\$0	\$42,000
048	Russell Property: Floating Dock	6060 Deer Feed Trail	Port Orange	FL	32127	\$116,900	\$0	\$116,900
049	Russell Property: Main House	6060 Deer Feed Trail	Port Orange	FL	32127	\$548,840	\$0	\$548,840
050	Russell Property: Pumphouse	6060 Deer Feed Trail	Port Orange	FL	32127	\$19,100	\$19,000	\$38,100
051	Russell Property: Shed	6060 Deer Feed Trail	Port Orange	FL	32127	\$47,500	\$0	\$47,500
052	Southwinds Park: Play Structure	1200 Richel Drive	Port Orange	FL	32127	\$40,000	\$0	\$40,000
053	Southwinds Park: Restroom/Concession Building	1200 Richel Drive	Port Orange	FL	32127	\$61,900	\$0	\$61,900
054	Spruce Creek Rec. Fac.: Road Park: Boardwalk	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$140,500	\$0	\$140,500
055	Spruce Creek Rec. Fac.: Road Park: Concession/Restroom Building	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$152,200	\$33,900	\$186,100
056	Spruce Creek Rec. Fac.: Road Park: Dugout #1	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$9,100	\$0	\$9,100
057	Spruce Creek Rec. Fac.: Road Park: Dugout #2	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$9,100	\$0	\$9,100
058	Spruce Creek Rec. Fac.: Road Park: Dugout #3	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$9,100	\$0	\$9,100
059	Spruce Creek Rec. Fac.: Road Park: Dugout #4	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$9,100	\$0	\$9,100
060	Spruce Creek Rec. Fac.: Road Park: Plant/Equip in Open	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$130,680	\$0	\$130,680
061	Spruce Creek Rec. Fac.: All-Childrens' Park: Playground Equipment (10 Station Pirate Ship Playset & Synthetic Surface)	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$82,000	\$0	\$82,000
062	Spruce Creek Rec. Fac.: All-Childrens' Park: Restroom Building	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$54,400	\$0	\$54,400

Property Schedule

#	Description	Address Line	City	State	Zip	Building Value	Content Value	Total Value
063	Spruce Creek Rec. Fac.: Road Park: Scoreboard	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$30,000	\$0	\$30,000
064	Spruce Creek Rec. Fac.: Shelter/Pavilion	5959 S. Spruce Creek Road	Port Orange	FL	32127	\$40,500	\$0	\$40,500
065	White Place Park: Dugout #1	210 White Place	Port Orange	FL	32127	\$9,100	\$0	\$9,100
066	White Place Park: Dugout #2	210 White Place	Port Orange	FL	32127	\$9,100	\$0	\$9,100
067	White Place Park: Lighting, Other	210 White Place	Port Orange	FL	32127	\$72,560	\$0	\$72,560
068	Willow Run Park: Lights	1351 School House Drive	Port Orange	FL	32127	\$18,600	\$0	\$18,600
069	Willow Run Park: Restroom Building	1351 School House Drive	Port Orange	FL	32127	\$82,680	\$0	\$82,680
070	Willow Run Park: Tennis Courts	1351 School House Drive	Port Orange	FL	32127	\$10,560	\$0	\$10,560
071	YMCA Building	4701 City Center Circle	Port Orange	FL	32127	\$3,346,320	\$405,500	\$3,751,820
072	Police Evidence Building	5839 Trailwood Drive	Port Orange	FL	32127	\$124,420	\$61,700	\$186,120
073	Police Station	4545 Clyde Morris Blvd.	Port Orange	FL	32127	\$9,423,170	\$2,491,600	\$11,914,770
074	Police Storage/Office	4545 Clyde Morris Blvd.	Port Orange	FL	32127	\$527,840	\$210,900	\$738,740
075	Christianity Master Lift Station: Generator Building (Front)	5367 Christianity Avenue	Port Orange	FL	32127	\$31,800	\$10,600	\$42,400
076	Christianity Master Lift Station: Generator Building and Emergency Generator - 85 Kw (Rear add-on)	5367 Christianity Avenue	Port Orange	FL	32127	\$123,700	\$140,000	\$263,700
077	Countryside Regional Lift Station: Generator Building	633 Taylor Road	Port Orange	FL	32127	\$47,250	\$78,000	\$125,250
078	Garnsey Water Plant: Accelerator #1 (North Process Train / Bldg. 6)	4400 Wellfield Road	Port Orange	FL	32127	\$479,100	\$121,500	\$600,600
079	Garnsey Water Plant: Accelerator #2 (Central Process Train / Bldg. 8)	4400 Wellfield Road	Port Orange	FL	32127	\$479,100	\$121,500	\$600,600
080	Garnsey Water Plant: Accelerator #3 (South Process Train / Bldg. 10)	4400 Wellfield Road	Port Orange	FL	32127	\$479,100	\$121,500	\$600,600
081	Garnsey Water Plant: Backwash Recovery Basin	4400 Wellfield Road	Port Orange	FL	32127	\$260,000	\$140,600	\$400,600
082	Garnsey Water Plant: Chlorine Storage Building (Bldg. 23)	4400 Wellfield Road	Port Orange	FL	32127	\$135,900	\$55,100	\$191,000
083	Garnsey Water Plant: Electrical Building (Bldg. 24)	4400 Wellfield Road	Port Orange	FL	32127	\$116,000	\$134,000	\$250,000
084	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #1 (South / Bldg. 20/21)	4400 Wellfield Road	Port Orange	FL	32127	\$781,880	\$375,000	\$1,156,880
085	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #2 (Central / Bldg. 17/18)	4400 Wellfield Road	Port Orange	FL	32127	\$781,880	\$378,000	\$1,159,880
086	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #3 (North / Bldg. 13/14)	4400 Wellfield Road	Port Orange	FL	32127	\$781,880	\$378,000	\$1,159,880
087	Garnsey Water Plant: Fluoride/Liquid Amonia Bldg. (Bldg. 15/9)	4400 Wellfield Road	Port Orange	FL	32127	\$148,100	\$64,800	\$212,900
088	Garnsey Water Plant: Generator Building (Bldg. 29)	4400 Wellfield Road	Port Orange	FL	32127	\$434,460	\$0	\$434,460
089	Garnsey Water Plant: Ground Storage Tank (Bldg. 26)	4400 Wellfield Road	Port Orange	FL	32127	\$1,004,470	\$0	\$1,004,470
090	Garnsey Water Plant: High Service Pump Station (Bldg. 22)	4400 Wellfield Road	Port Orange	FL	32127	\$358,000	\$453,900	\$811,900
091	Garnsey Water Plant: Lime Silo #1 (North / Bldg. 5)	4400 Wellfield Road	Port Orange	FL	32127	\$84,000	\$0	\$84,000
092	Garnsey Water Plant: Lime Silo #2 (Central / Bldg. 7)	4400 Wellfield Road	Port Orange	FL	32127	\$84,000	\$0	\$84,000
093	Garnsey Water Plant: Lime Silo #3 (Central / Bldg. 11)	4400 Wellfield Road	Port Orange	FL	32127	\$84,000	\$0	\$84,000
094	Garnsey Water Plant: Maintenance Shop (Bldg. 28)	4400 Wellfield Road	Port Orange	FL	32127	\$49,900	\$17,300	\$67,200
095	Garnsey Water Plant: Maintenance Office (Bldg. 25)	4400 Wellfield Road	Port Orange	FL	32127	\$138,400	\$75,000	\$213,400
096	Garnsey Water Plant: Maintenance Storage/Warehouse Building (Bldg. 27)	4400 Wellfield Road	Port Orange	FL	32127	\$79,900	\$12,200	\$92,100
097	Garnsey Water Plant: Operations Building (Bldg. 4)	4400 Wellfield Road	Port Orange	FL	32127	\$278,400	\$276,400	\$554,800
098	Garnsey Water Plant: Sludge Press Building (Bldg. 2)	4400 Wellfield Road	Port Orange	FL	32127	\$190,350	\$456,300	\$646,650
099	Garnsey Water Plant: Thickener #1 (South / Bldg. 1)	4400 Wellfield Road	Port Orange	FL	32127	\$92,350	\$0	\$92,350
100	Garnsey Water Plant: Thickener #2 (North / Bldg. 3)	4400 Wellfield Road	Port Orange	FL	32127	\$92,370	\$0	\$92,370
101	Generator Building	633 Taylor Road	Port Orange	FL	32127	\$28,100	\$19,800	\$47,900
102	Wellfield: Generator Building C8	2396 Campsite Road	Port Orange	FL	32127	\$54,560	\$36,000	\$90,560
103	Wellfield: Generator Building E15 (Wells 13, 14, 15, 16)	1264 Richel Drive	Port Orange	FL	32127	\$43,700	\$15,300	\$59,000
104	Herbert Nova Regional Master Lift Station	Herbert Street & Nova Road	Port Orange	FL	32127	\$105,000	\$167,300	\$272,300
105	Oceans Pump Station: Building	2842 Ridge Road Avenue	Daytona Beach	FL	32118	\$246,700	\$224,000	\$470,700
106	Oceans Pump Station: Water Storage Tank	2842 Ridge Road Avenue	Daytona Beach	FL	32118	\$1,224,020	\$0	\$1,224,020
107	Peninsula Pump Station: Building	4270 S. Atlantic Avenue	Port Orange	FL	32127	\$242,300	\$253,000	\$495,300
108	Peninsula Pump Station: Water Storage Tank	4270 S. Atlantic Avenue	Port Orange	FL	32127	\$1,004,470	\$0	\$1,004,470
109	Ponce Inlet Lift Station	34 Mar Azul North	Port Orange	FL	32127	\$70,140	\$0	\$70,140
110	Ponce Inlet Master Lift Station: Generator Building	4668 S. Peninsula Drive	Ponce Inlet	FL	32127	\$1,110,400	\$419,400	\$1,529,800
111	Public Utilities Facility: Office/Field Ops	502 Oak Street	Port Orange	FL	32127	\$469,140	\$194,500	\$663,640
112	Public Utilities Facility: Warehouse/Office Building	500 Oak Street	Port Orange	FL	32127	\$1,023,480	\$363,900	\$1,387,380
113	Pump House/Lift Station	6231 Palm Vista	Port Orange	FL	32127	\$57,500	\$68,000	\$125,500
114	Wastewater Treatment Plant: A/O Reaction Basin (Bldg. 7)	817 Oak Street	Port Orange	FL	32127	\$5,108,500	\$0	\$5,108,500
115	Wastewater Treatment Plant: Administration/Operations Building (Bldg. 1)	817 Oak Street	Port Orange	FL	32127	\$204,300	\$254,400	\$458,700
116	Wastewater Treatment Plant: Alum & Methanol Tank Storage Building (Bldg. 27)	817 Oak Street	Port Orange	FL	32127	\$64,300	\$21,100	\$85,400
117	Wastewater Treatment Plant: Bisulfite Storage Building (Bldg. 18)	817 Oak Street	Port Orange	FL	32127	\$66,400	\$70,000	\$136,400
118	Wastewater Treatment Plant: Blower Building (North / Bldg. 7A)	817 Oak Street	Port Orange	FL	32127	\$109,300	\$150,000	\$259,300
119	Wastewater Treatment Plant: Blower Building (South / Bldg. 7A)	817 Oak Street	Port Orange	FL	32127	\$109,370	\$150,000	\$259,370

Property Schedule

#	Description	Address Line	City	State	Zip	Building Value	Content Value	Total Value
120	Wastewater Treatment Plant: Chlorine Storage Building (Bldg. 17)	817 Oak Street	Port Orange	FL	32127	\$82,200	\$25,600	\$107,800
121	Wastewater Treatment Plant: Clarifier #1 (Train 1 North / Bldg. 9)	817 Oak Street	Port Orange	FL	32127	\$793,000	\$464,200	\$1,257,200
122	Wastewater Treatment Plant: Clarifier #2 (Train 1 South / Bldg. 9)	817 Oak Street	Port Orange	FL	32127	\$793,000	\$464,200	\$1,257,200
123	Wastewater Treatment Plant: Clarifier #3 (Train 2 North / Bldg. 8)	817 Oak Street	Port Orange	FL	32127	\$1,127,000	\$200,000	\$1,327,000
124	Wastewater Treatment Plant: Clarifier #4 (Train 2 South / Bldg. 8)	817 Oak Street	Port Orange	FL	32127	\$1,127,000	\$200,000	\$1,327,000
125	Wastewater Treatment Plant: Collection Systems Office (Bldg. 22)	817 Oak Street	Port Orange	FL	32127	\$196,500	\$87,300	\$283,800
126	Wastewater Treatment Plant: Digester #1 (West / Bldg. 14)	817 Oak Street	Port Orange	FL	32127	\$1,396,400	\$0	\$1,396,400
127	Wastewater Treatment Plant: Digester #2 (North / Bldg. 14)	817 Oak Street	Port Orange	FL	32127	\$1,396,400	\$0	\$1,396,400
128	Wastewater Treatment Plant: Digester #3 (South / Bldg. 14)	817 Oak Street	Port Orange	FL	32127	\$1,396,400	\$0	\$1,396,400
129	Wastewater Treatment Plant: Electrical Building (Bldg. 19A)	817 Oak Street	Port Orange	FL	32127	\$29,900	\$44,400	\$74,300
130	Wastewater Treatment Plant: Filter Control Building (Bldg. 12)	817 Oak Street	Port Orange	FL	32127	\$197,500	\$78,200	\$275,700
131	Wastewater Treatment Plant: Filter Structure (Bldg. 10)	817 Oak Street	Port Orange	FL	32127	\$662,300	\$283,400	\$945,700
132	Wastewater Treatment Plant: Generator Building (South / Bldg. 6)	817 Oak Street	Port Orange	FL	32127	\$335,800	\$0	\$335,800
133	Wastewater Treatment Plant: Generator Building (North / Bldg. 19)	817 Oak Street	Port Orange	FL	32127	\$335,800	\$0	\$335,800
134	Wastewater Treatment Plant: Grit Removal Screening Building (Bldg. 4)	817 Oak Street	Port Orange	FL	32127	\$740,300	\$502,600	\$1,242,900
135	Wastewater Treatment Plant: Maintenance Building (Bldg. 21)	817 Oak Street	Port Orange	FL	32127	\$106,240	\$25,700	\$131,940
136	Wastewater Treatment Plant: Master Lift Station (East / Bldg. 3)	817 Oak Street	Port Orange	FL	32127	\$1,116,900	\$500,000	\$1,616,900
137	Wastewater Treatment Plant: Master Lift Station (West / Bldg. 2)	817 Oak Street	Port Orange	FL	32127	\$225,400	\$38,000	\$263,400
138	Wastewater Treatment Plant: Re-Aeration & Chlorine Contact Structure (Bldg. 11A)	817 Oak Street	Port Orange	FL	32127	\$491,800	\$100,000	\$591,800
139	Wastewater Treatment Plant: Reclaimed Water Tank (Bldg. 13)	817 Oak Street	Port Orange	FL	32127	\$1,819,850	\$0	\$1,819,850
140	Wastewater Treatment Plant: Reuse Building (Bldg. 13)	817 Oak Street	Port Orange	FL	32127	\$168,400	\$322,000	\$490,400
141	Wastewater Treatment Plant: Sludge Building (Bldg. 16)	817 Oak Street	Port Orange	FL	32127	\$653,820	\$0	\$653,820
142	Wastewater Treatment Plant: Lift Station Mechanics Storage Building (Bldg. 26)	817 Oak Street	Port Orange	FL	32127	\$23,500	\$7,400	\$30,900
143	Wastewater Treatment Plant: Sludge Thickener (Bldg. 15)	817 Oak Street	Port Orange	FL	32127	\$81,450	\$10,600	\$92,050
144	Ruth Street Pump Station: Lab Building (Bldg. 20)	541 Ruth Street	Port Orange	FL	32127	\$237,840	\$313,500	\$551,340
145	Cypress Head Pump Station: Building	6262 S. Williamson Blvd.	Port Orange	FL	32127	\$210,100	\$334,500	\$544,600
146	Cypress Head Pump Station: Water Storage Tank	6262 S. Williamson Blvd.	Port Orange	FL	32127	\$1,819,850	\$0	\$1,819,850
147	Wellfield: Generator Building C20	2440 Drema Way	Port Orange	FL	32127	\$59,820	\$40,000	\$99,820
148	Wellfield: Maintenance Building	2331 Flow Way	Port Orange	FL	32127	\$56,500	\$22,200	\$78,700
149	Wellfield: Reclaimed Pump Station (Bldg. 23)	2401 Troutman Trail	Port Orange	FL	32127	\$342,000	\$328,800	\$670,800
150	Wellfield: Reclaimed Water Storage Tank (Bldg. 23)	2401 Troutman Trail	Port Orange	FL	32127	\$1,004,470	\$0	\$1,004,470
151	Williamson Regional Lift Station #9: Reuse Pump Building	5955 S. Williamson Blvd.	Port Orange	FL	32127	\$30,000	\$75,000	\$105,000
152	Williamson Regional Lift Station #9: Reclaimed Water Storage Tank	5955 S. Williamson Blvd.	Port Orange	FL	32127	\$45,000	\$400,000	\$445,000
153	Alum Feed Building #1	210 Commonwealth Avenue	Port Orange	FL	32127	\$74,730	\$1,250,000	\$1,324,730
154	Alum Feed Building #2	5724 Ridgewood Avenue	Port Orange	FL	32127	\$69,560	\$1,250,000	\$1,319,560
155	Arthaus Museum	3840 Ridgewood Avenue	Port Orange	FL	32127	\$277,970	\$75,000	\$352,970
156	Cambridge Pump Station (Storm Water)	4839 Trailwood Drive	Port Orange	FL	32127	\$13,600	\$170,200	\$183,800
157	City Hall: Building	1000 City Center Circle	Port Orange	FL	32129	\$5,361,600	\$1,525,100	\$6,886,700
158	City Hall: Pedestrian Bridge	1000 City Center Circle	Port Orange	FL	32127	\$237,500	\$0	\$237,500
159	Control Building	5835 Trailwood Drive	Port Orange	FL	32127	\$33,200	\$200,000	\$233,200
160	Emergency Generator - 750 Kw	5835 Trailwood Drive	Port Orange	FL	32127	\$274,000	\$0	\$274,000
161	Fire Station #71	4200 S. Ridgewood Ave	Port Orange	FL	32127	\$1,054,360	\$122,800	\$1,177,160
162	Fire Station #72	6027 Central Park Blvd.	Port Orange	FL	32127	\$1,081,550	\$133,100	\$1,214,650
163	Fire Station #73	1090 City Center Boulevard	Port Orange	FL	32127	\$2,152,250	\$213,600	\$2,365,850
164	Fire Station #74	6701 Airport Road	Port Orange	FL	32127	\$1,345,370	\$130,700	\$1,476,070
165	Fire Station #75	1701 Town West Blvd.	Port Orange	FL	32127	\$1,081,510	\$133,100	\$1,214,610
166	Dorothy L. Hukill City Center Annex (E/k/a Old PD Main Bldg.)	1395 Dunlawton Avenue	Port Orange	FL	32127	\$2,574,800	\$1,062,400	\$3,637,200
167	Dorothy L. Hukill City Center Annex (E/k/a Old PD Communication Bldg.)	1395 Dunlawton Avenue	Port Orange	FL	32127	\$167,400	\$1,955,000	\$2,122,400
168	Fire Logistics Building	1395 Dunlawton Avenue	Port Orange	FL	32127	\$510,060	\$158,900	\$668,960
169	Public Works Facility: Garage Tire Room	407 Virginia Avenue	Port Orange	FL	32127	\$26,300	\$5,600	\$31,900
170	Public Works Facility: Office & Garage	407 Virginia Avenue	Port Orange	FL	32127	\$1,007,700	\$43,900	\$1,051,600
171	Public Works Facility: Storage Bays 1 - 24	407 Virginia Avenue	Port Orange	FL	32127	\$147,340	\$113,500	\$260,840
172	Public Works Facility: Storage Building (The Palace)	407 Virginia Avenue	Port Orange	FL	32127	\$201,200	\$28,600	\$229,800
173	Signage: Eastport Business Park	Dunlawton Avenue @ Spruce Creek Road	Port Orange	FL	32127	\$33,846	\$0	\$33,846
174	Talluto Park: City Sign Fountain Structure	Dunlawton Ave. @ Ridgewood Ave.	Port Orange	FL	32127	\$59,300	\$0	\$59,300
175	Traffic Lights	Dunlawton Avenue @ City Center Circle	Port Orange	FL	32127	\$205,900	\$0	\$205,900
176	Traffic Lights	Dunlawton Avenue @ Village Trail / Swallowtail	Port Orange	FL	32127	\$183,200	\$0	\$183,200
177	Traffic Lights	Nova Road @ Village Trail	Port Orange	FL	32127	\$262,000	\$0	\$262,000
178	Traffic Lights	Nova Road @ Herbert Street	Port Orange	FL	32127	\$206,300	\$0	\$206,300
179	Traffic Lights	Nova Road @ Madeline Avenue	Port Orange	FL	32127	\$264,200	\$0	\$264,200

Property Schedule

#	Description	Address Line	City	State	Zip	Building Value	Content Value	Total Value
180	Traffic Lights	Dunlawton Avenue @ Yorktowne Blvd.	Port Orange	FL	32127	\$204,800	\$0	\$204,800
181	Traffic Lights	Dunlawton Avenue @ Spruce Creek Rd.	Port Orange	FL	32127	\$225,400	\$0	\$225,400
182	Traffic Lights	Ridgewood Avenue @ Herbert Street	Port Orange	FL	32127	\$205,600	\$0	\$205,600
183	Traffic Lights (Fire Station 71 Emergency Light)	Ridgewood Avenue @ Meeker Place	Port Orange	FL	32127	\$139,500	\$0	\$139,500
184	Traffic Lights	Dunlawton Avenue @ I-95 Northbound Ramp	Port Orange	FL	32127	\$244,600	\$0	\$244,600
185	Traffic Lights	Taylor Road @ Summer Trees Road	Port Orange	FL	32127	\$241,700	\$0	\$241,700
186	Traffic Lights	Williamson Blvd. @ Willow Run Blvd.	Port Orange	FL	32127	\$153,700	\$0	\$153,700
187	Traffic Lights	Spruce Creek Road @ Eastport Park Way	Port Orange	FL	32127	\$147,900	\$0	\$147,900
188	Traffic Lights (The Pavilion)	Williamson Blvd. @ Summer Trees Road	Port Orange	FL	32127	\$353,700	\$0	\$353,700
189	Traffic Lights (Fire Station 75 Emergency Light)	1701 Town West Blvd.	Port Orange	FL	32127	\$112,100	\$0	\$112,100
190	Traffic Lights	Williamson Blvd. @ Madeline Avenue	Port Orange	FL	32127	\$154,400	\$0	\$154,400
191	Traffic Lights (Fire Station 72 Emergency Light)	Spruce Creek Road @ Central Park Blvd.	Port Orange	FL	32127	\$129,900	\$0	\$129,900
192	Trailwood Drive Bridge # 1	5910 Trailwood Drive	Port Orange	FL	32127	\$118,500	\$0	\$118,500
193	Trailwood Drive Bridge # 2	5898 Trailwood Drive	Port Orange	FL	32127	\$118,500	\$0	\$118,500
194	Trailwood Drive Bridge # 3	5899 Trailwood Drive	Port Orange	FL	32127	\$118,500	\$0	\$118,500
195	Trailwood Drive Bridge # 4	5839 Trailwood Drive	Port Orange	FL	32127	\$118,500	\$0	\$118,500
196	Trailwood Drive Bridge # 5	5899 Trailwood Drive	Port Orange	FL	32127	\$235,000	\$0	\$235,000
Total Insured Value						\$88,760,406	\$24,098,800	\$112,859,206

Inland Marine Schedule

#	Department	Description	Serial Number	Classification Code	Deductible	Insured Value
001	2166	2011 Kalmar Ottawa Spotter Truck	327552	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$58,750
002	6556	2001 John Deere 550H Bulldozer	TO550HX897191	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$68,713
003	6560	2001 Case 721C Loader	JEE0125340	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$115,362
004	6893	2009 John Deer Fairway Mower	TC250BD020115	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$39,301
005	6896	2009 John Deer Fariway Mower	TC7700X010216	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$39,301
006	8283	2005 Thompson Pump	1T9PH13255P634220	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
007	8296	2005 John Deere 310SG Backhoe Loader	T0310SG949786	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$56,605
008	8297	2005 Thompson Pump	1T9PH15255P634232	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$71,458
009	8302	2005 John Deere 544j Loader	DW544JZ599584	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$108,916
010	8333	2005 Thompson Pump 8 inch Pump	1T9PH14285P634309	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$33,714
011	8334	2006 Thompson Pump 8 inch Pump	1T9PH14245P634310	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$33,714
012	8355	2005 Thompson Pump	1T9HP12165P634335	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
013	8356	2005 Thompson Pump	1T9PH12145P634351	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
014	8404	2005 Thompson Pump	1T9PH12175P634355	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
015	8405	2005 Thompson Pump	1T9PH12105P634377	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
016	8406	2005 Thompson Pump	1T9PH12125P634378	6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$30,297
017	8407	Detroit Diesel 400 KW Tow Power Portable Generator	TA9PE21255D524132	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$71,079
018	8440	2006 Caterpillar M318C Excavator	CATM318CEHD00356	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$181,801
019	8604	2006 Caterpillar 420E Backhoe	CAT0420ELHLS01376	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$57,545
020	9064	2008 Menzi Muck A61 Excavator	61A0085492	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$192,260
021	9065	2009 Challenger Tractor w/Boom	T242026	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$139,890
022	9307	2012 Vactron Portable Pump Trailer	5HZBF1631CLAC1108	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$44,198
023	9348	2012 Challenger MT465B	C055012	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$106,477
024	9405	2013 John Deere 2500 Greens Mower	1TC250BDKDT070162	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$30,387
025	9408	2013 John Deere 2500 Greens Mower	1TC250BDJDT070163	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$30,387
026	9409	2013 Cat 305E Mini Excavator	XFA01600	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$48,493
027	9501	2013 Cat CB24 Asphalt Roller	24001900	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$43,371
028	9525	2014 John Deere 1445 Flail Mower	1TC1445DPET135044	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$26,716
029	9526	2014 Cat 259D Skid Steer Loader	FTL00571	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$56,708
030	9533	2014 John Deere 2500 Mower	1TC250BDKET080093	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$30,760
031	9538	2014 Cues Camera System, Asset		6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$59,160
032	9561	2015 John Deere 2653B Mower	1TC2653TKET0900042	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$28,095
033	9611	2015 John Deere 5065E Tractor	PF4113077	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$26,032
034	10101	2014 Cat TL642C Telehandler	THG01015	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$78,700
035		Unscheduled Items		6M Contractor's / Mobile Equipment - Agreed Value	\$500	\$1,000,000
036	9790	2015 Falcon Asphalt Patching Trailer	1F9P41621GM339048	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$35,164

Valued as of 7/23/2019

Inland Marine Schedule

#	Department	Description	Serial Number	Classification Code	Deductible	Insured Value
037	9800	2016 Cat 416F Backhoe Loader	KSF02137	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$73,058
038	9793	2016 Toro 3505D Mower	316000103	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$26,990
039	9996	2017 Cat 304E Mini Excavator	ME402622	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$49,589
040		Unscheduled Items		16M Valuable Papers - RC	\$1,000	\$500,000
041	10133	2018 Kaiser S2 Spider 4x4 Excavator	S2-4-GA-EGG-2462	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$360,203
042	9532	2014 John Deere 2500 Mower	1TC250BDPET080092	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$30,760
043	9410	2018 John Deer 7700A Mower	1TC770AVJHR050010	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$52,627
044	9411	2018 John Deer 2500B Mower	1TC250BGLIT110219	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$27,223
045	9412	2019 John Deer 7700A Mower	1TC770AVEIR060034	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$52,627
046	9838	2016 Gradall XL3100	3140000385	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$343,591
047	9989	2017 Trimax Snake 320	721-320-101-0064	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$30,387
048	10132	2016 Toro 3505 Mower	403439496	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$29,255
049	10202	2017 Caterpillar 420F Backhoe	HWD02034	6M Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$89,938
Total Insured Value						\$4,761,087

Automobile Schedule

#	VIN	Make	Description	Year	VehicleType	Comprehensive Deductible	Collision Deductible	Value
001	1FDYK84E6RVA02896	Ford	F-800	1994	9A Heavy Truck	\$1,000	\$1,000	\$54,983.00
002	TBA	Ford	ECONOLINE VAN	2000	16A Bus <20 Pass, No Lift	\$1,000	\$1,000	\$19,473.00
003	2FZHATBS71AJ49210	Sterling	LT 7500 DUMP TRUCK	2001	9A Heavy Truck	\$1,000	\$1,000	\$66,384.00
004	2FZHATBS91AJ49211	Sterling	LT 7500 DUMP TRUCK	2001	9A Heavy Truck	\$1,000	\$1,000	\$66,384.00
005	2FZHATBS01AJ49209	Sterling	LT 7500 DUMP TRUCK	2001	9A Heavy Truck	\$1,000	\$1,000	\$66,384.00
006	3B6KF26691M551027	Dodge	RAM D 2500	2001	7A Light Truck	\$1,000	\$1,000	\$29,209.00
007	4P1CT02U03A002955	Pierce	CUSTOM PUMPER	2003	10A Fire Truck	\$1,000	\$1,000	\$261,514.00
008	2FZHATBS75AU78950	Sterling	LT 500 DUMP TRUCK	2004	9A Heavy Truck	\$1,000	\$1,000	\$66,351.00
009	1GCEK14T85Z297564	Chevrolet	SILVERADO K1500	2005	7A Light Truck	\$1,000	\$1,000	\$18,877.00
010	2FZMAZDE16AW03614	Sterling	DUMP TRUCK	2005	9A Heavy Truck	\$1,000	\$1,000	\$105,972.00
011	2FZMAZDE36AW03615	Sterling	DUMP TRUCK	2005	9A Heavy Truck	\$1,000	\$1,000	\$105,972.00
012	2FZACGDC66AW06444	Sterling	ACTERRA TRASH TRUCK	2005	8A Garbage Truck	\$1,000	\$1,000	\$89,890.00
013	1FTSS34L96DA91621	Ford	ECONOLINE VAN	2006	16A Bus <20 Pass, No Lift	\$1,000	\$1,000	\$19,644.00
014	2FZHATDC07AX53521	Sterling	VAC CON TRUCK	2007	9A Heavy Truck	\$1,000	\$1,000	\$27,216.00
015	1FDAW57R88EB43258	Ford	F-550	2008	6A Medium Truck	\$1,000	\$1,000	\$43,340.00
016	1FTSF20R28EB51096	Ford	F-250	2008	7A Light Truck	\$1,000	\$1,000	\$29,137.00
017	TNU6M03787K001574		BRUSH TRUCK	2008	10A Fire Truck	\$1,000	\$1,000	\$401,676.00
018	1GCCS139698142715	Chevrolet	COLORADO	2009	7A Light Truck	\$1,000	\$1,000	\$21,282.00
019	4P1CC01M69A010391	Pierce	CONTENDER	2010	10A Fire Truck	\$1,000	\$1,000	\$408,339.00
020	1HD1FHM15AB666862	Harley Davidson	FLHP	2010	5A Motorcycle	\$1,000	\$1,000	\$16,725.00
021	1HD1FHM14AB666951	Harley Davidson	FLHP	2010	5A Motorcycle	\$1,000	\$1,000	\$16,725.00
022	2G1WD5EMXA1241141	Chevrolet	IMPALA	2010	3A Private Passenger	\$1,000	\$1,000	\$22,097.00
023	2G1WD5EM3A1241766	Chevrolet	IMPALA	2010	3A Private Passenger	\$1,000	\$1,000	\$22,097.00
024	3FADP0L31AR411370	Ford	FUSION HYBRID	2010	3A Private Passenger	\$1,000	\$1,000	\$27,082.00
025	3FADP0L34AR417602	Ford	FUSION HYBRID	2010	3A Private Passenger	\$1,000	\$1,000	\$27,082.00
026	3FADP0L36AR417603	Ford	FUSION HYBRID	2010	3A Private Passenger	\$1,000	\$1,000	\$27,082.00
027	3FADP0L36AR417603	Ford	FUSION HYBRID	2010	3A Private Passenger	\$1,000	\$1,000	\$27,082.00
028	3FADP0L3XAR417605	Ford	FUSION HYBRID	2010	3A Private Passenger	\$1,000	\$1,000	\$27,082.00
029	1FDUF5GY1BEA16167	Ford	F-550 W/ABC VAN BODY	2011	6A Medium Truck	\$1,000	\$1,000	\$135,032.00
030	1FTRF3BT5BEA59551	Ford	F-350 4X4 PICKUP	2011	7A Light Truck	\$1,000	\$1,000	\$34,095.00
031	1HTJTSKN1BH366704	International	4300 DUMP	2011	9A Heavy Truck	\$1,000	\$1,000	\$67,212.00
032	1FT7W2AT9BEB14988	Ford	F-250	2011	7A Light Truck	\$1,000	\$1,000	\$35,552.00
033	2G1WD5EM6B1204096	Chevrolet	IMPALA	2011	3A Private Passenger	\$1,000	\$1,000	\$22,971.00
034	2G1WD5EM0B1207169	Chevrolet	IMPALA	2011	3A Private Passenger	\$1,000	\$1,000	\$23,256.00
035	1GC0CVC8XBF248634	Chevrolet	SILVERADO 2500	2011	7A Light Truck	\$1,000	\$1,000	\$32,186.00
036	1GNSK2E01BR372752	Chevrolet	TAHOE	2011	7A Light Truck	\$1,000	\$1,000	\$31,678.00
037	1GNSK2E06BR372925	Chevrolet	TAHOE	2011	7A Light Truck	\$1,000	\$1,000	\$31,678.00
038	1GC1KVC87BF256004	Chevrolet	SILVERADO K 2500 CC	2011	7A Light Truck	\$1,000	\$1,000	\$39,404.00
039	1GC2KVC88BZ431914	Chevrolet	SILVERADO K 2500 EXT	2011	7A Light Truck	\$1,000	\$1,000	\$38,174.00
040	1GC2KVC8XBZ429629	Chevrolet	SILVERADO K 2500 EXT UTIL	2011	7A Light Truck	\$1,000	\$1,000	\$41,174.00
041	1GCSBF90CB103062	Chevrolet	COLORADO	2012	7A Light Truck	\$1,000	\$1,000	\$15,652.00
042	1GCESBF95C8108959	Chevrolet	COLORADO EXT CAB	2012	7A Light Truck	\$1,000	\$1,000	\$18,927.00
043	1GCTJBF6C8109160	Chevrolet	COLORADO EXT CAB 4X4	2012	7A Light Truck	\$1,000	\$1,000	\$23,245.00
044	1GCTJBF6XC8109162	Chevrolet	COLORADO EXT CAB 4X4	2012	7A Light Truck	\$1,000	\$1,000	\$23,245.00
045	2G1WD5E30C1164896	Chevrolet	IMPALA	2012	3A Private Passenger	\$1,000	\$1,000	\$22,975.00
046	2G1WD5E39C1165397	Chevrolet	IMPALA	2012	3A Private Passenger	\$1,000	\$1,000	\$22,975.00
047	4P1CS01M0CA013152	Pierce	SABER	2012	10A Fire Truck	\$1,000	\$1,000	\$424,946.00
048	1FDUF5GT0CEC12655	Ford	F-550 W/DUMP	2012	6A Medium Truck	\$1,000	\$1,000	\$42,936.00
049	1HTWHAZTXCJ608356	International	WORK STAR/VAC CON	2012	9A Heavy Truck	\$1,000	\$1,000	\$322,256.00
050	6G1MK5U30CL668733	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
051	6G1MK5U36CL669868	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
052	6G1MK5U32CL669897	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
053	6G1MK5U30CL669901	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
054	6G1MK5U32CL669902	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
055	6G1MK5U36CL669904	Chevrolet	CAPRICE	2012	3A Private Passenger	\$1,000	\$1,000	\$24,918.00
056	1GCNCPE06DZ365427	Chevrolet	SILVERADO	2013	7A Light Truck	\$1,000	\$1,000	\$19,638.00
057	1G11C5SAXDF281184	Chevrolet	MALIBU	2013	3A Private Passenger	\$1,000	\$1,000	\$21,637.00
058	1G11C5SA1DF283602	Chevrolet	MALIBU	2013	3A Private Passenger	\$1,000	\$1,000	\$21,637.00
059	1GC0CVC86DF223412	Chevrolet	C2500 UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$33,877.00
060	4KNUT2029DL161562	Towmaster	TRAILER	2013	1A Trailer - NO CHARGE	\$1,000	\$1,000	\$7,350.00
061	1GC0CVC86DF225063	Chevrolet	C2500 UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$33,877.00
062	1GC0CVC80DF221428	Chevrolet	C2500 UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$33,877.00
063	1GC0CVC83DF224467	Chevrolet	C2500 UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$33,877.00
064	1GC0KVC82DZ349400	Chevrolet	C2500 4X4 UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$38,533.00
065	1N4AL3AP3DC277602	Nissan	ALTIMA SEDAN	2013	4A Police Car	\$1,000	\$1,000	\$20,458.00
066	5TFTX4CN8DX033087	Toyota	TACOMA PICKUP	2013	7A Light Truck	\$1,000	\$1,000	\$20,400.00
067	1GC0CVC80DF221266	Chevrolet	2500HD UTILITY	2013	7A Light Truck	\$1,000	\$1,000	\$33,877.00
068	1GC0KVC85DZ352470	Chevrolet	2500HD 4X4	2013	7A Light Truck	\$1,000	\$1,000	\$38,533.00
069	1N4AL3AP8DC276851	Nissan	ALTIMA SEDAN	2013	4A Police Car	\$1,000	\$1,000	\$20,458.00
070	1GC1KVC82DF231689	Chevrolet	2500HD CREW CAB	2013	7A Light Truck	\$1,000	\$1,000	\$38,938.00
071	5TFUX4EN7DX022518	Toyota	TACOMA 4X4	2013	7A Light Truck	\$1,000	\$1,000	\$23,851.00
072	5TFUX4EN6DX022543	Toyota	TACOMA 4X4	2013	7A Light Truck	\$1,000	\$1,000	\$23,851.00
073	1FTFX1EF1DKE995553	Ford	F-150 4X4 PICKUP	2013	7A Light Truck	\$1,000	\$1,000	\$22,920.00
074	3FA6P0H76DR364412	Ford	FUSION SE	2013	3A Private Passenger	\$1,000	\$1,000	\$18,896.00
075	3FA6P0H78DR364413	Ford	FUSION SE	2013	3A Private Passenger	\$1,000	\$1,000	\$18,896.00
076	1FAHP2D86EG108072	Ford	TAURUS SE SEDAN	2014	3A Private Passenger	\$1,000	\$1,000	\$20,198.00
077	1FAHP2D84EG108071	Ford	TAURUS SE SEDAN	2014	3A Private Passenger	\$1,000	\$1,000	\$20,198.00
078	6G1MK5U30DL821564	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
079	6G1MK5U32DL821565	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
080	6G1MK5U37DL820797	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
081	6G1MK5U39DL820798	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
082	6G1MK5U32DL820819	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
083	6G1MK5U30DL820821	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
084	1GC2CVC87DZ385315	Chevrolet	2500 HD	2013	7A Light Truck	\$1,000	\$1,000	\$47,053.00
085	6G1MK5U36DL821567	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$30,942.00

Valued as of 7/23/2019

Automobile Schedule

#	VIN	Make	Description	Year	VehicleType	Comprehensive Deductible	Collision Deductible	Value
086	6G1MK5U35DL820796	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$26,242.00
087	6G1MK5U34DL821566	Chevrolet	CAPRICE	2013	3A Private Passenger	\$1,000	\$1,000	\$30,942.00
088	NM0LS7AN3DT174706	Ford	TAURUS CARGO	2013	7A Light Truck	\$1,000	\$1,000	\$26,242.00
089	NM0LS7AN1DT174798	Ford	TRANSIT CARGO	2013	7A Light Truck	\$1,000	\$1,000	\$26,242.00
090	4P1CS01A8EA014106	Pierce	SABER PUMPER	2014	10A Fire Truck	\$1,000	\$1,000	\$429,508.00
091	1GB0CVC88EF158012	Chevrolet	2500 HD UTILITY	2014	7A Light Truck	\$1,000	\$1,000	\$25,812.00
092	4P1CJ01A2EA014539	Pierce	AERIAL FIRE TRUCK	2014	10A Fire Truck	\$1,000	\$1,000	\$780,000.00
093	3GNAL1EK8ES645286	Chevrolet	CAPTIVA SUV	2014	7A Light Truck	\$1,000	\$1,000	\$19,648.00
094	3GNAL1EK7ES644985	Chevrolet	CAPTIVA SUV	2014	7A Light Truck	\$1,000	\$1,000	\$19,648.00
095	1GB0CVC8XEF167858	Chevrolet	2500 HD UTILITY	2014	7A Light Truck	\$1,000	\$1,000	\$25,812.00
096	1FM5K7B8XEGC49539	Ford	EXPLORER	2014	7A Light Truck	\$1,000	\$1,000	\$24,000.00
097	NM0LS7E73E1159504	Ford	TRANSIT	2014	7A Light Truck	\$1,000	\$1,000	\$22,000.00
098	1FM5K7B86EGC49540	Ford	EXPLORER	2014	7A Light Truck	\$1,000	\$1,000	\$25,231.00
099	1FM5K8AR8EGC60152	Ford	INTERCEPTOR	2014	4A Police Car	\$1,000	\$1,000	\$36,801.00
100	1FM5K8ARXEGC60153	Ford	INTERCEPTOR	2014	4A Police Car	\$1,000	\$1,000	\$36,800.00
101	1GC2CVC83DZ354893	Chevrolet	2500 HD	2013	7A Light Truck	\$1,000	\$1,000	\$40,820.00
102	1FAHP2MK7EG185447	Ford	INTERCEPTOR	2014	4A Police Car	\$1,000	\$1,000	\$31,500.00
103	1G1PC5SB47202804	Chevrolet	CRUZE SEDAN	2015	3A Private Passenger	\$1,000	\$1,000	\$17,700.00
104	1GCNCPEH7FZ266723	Chevrolet	COLORADO	2015	7A Light Truck	\$1,000	\$1,000	\$18,653.00
105	1GCNCPEH4FZ268073	Chevrolet	SILVERADO 4X2 PICKUP	2015	7A Light Truck	\$1,000	\$1,000	\$18,653.00
106	1GCNCPEH4FZ266999	Chevrolet	SILVERADO 4X2 PICKUP	2015	7A Light Truck	\$1,000	\$1,000	\$18,653.00
107	1GCNCPEH7FZ267354	Chevrolet	SILVERADO 4X2 PICKUP	2015	7A Light Truck	\$1,000	\$1,000	\$18,653.00
108	1GCVKPEC2FZ272808	Chevrolet	SILVERADO 4X4 PICKUP	2015	7A Light Truck	\$1,000	\$1,000	\$24,586.00
109	1GNSK2EC1FR645267	Chevrolet	TAHOE 4X4	2015	7A Light Truck	\$1,000	\$1,000	\$31,381.00
110	1FMCU0F75FUC13741	Ford	ESCAPE	2015	7A Light Truck	\$1,000	\$1,000	\$18,925.00
111	1FAHP2MK7FG159495	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$38,000.00
112	1FAHP2MK9GF159496	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
113	1FAHP2MK0FG159497	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
114	1FAHP2MK2FG159498	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
115	1FAHP2MK4FG159499	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
116	1FAHP2MK7FG149500	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
117	1FAHP2MK9FG159501	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
118	1FAHP2MK0FG159502	Ford	INTERCEPTOR	2015	4A Police Car	\$1,000	\$1,000	\$32,000.00
119	1FTFX1EF1DKE99555	Chevrolet	SILVERADO	2015	7A Light Truck	\$1,000	\$1,000	\$23,000.00
120	1FTRF3CT4FEC82524	Ford	F-350 UTILITY	2015	7A Light Truck	\$1,000	\$1,000	\$39,000.00
121	1FTBF2A6XFE09619	Ford	F-250 UTILITY	2015	7A Light Truck	\$1,000	\$1,000	\$30,000.00
122	1FTBF2A66FEC90620	Ford	F-250	2015	7A Light Truck	\$1,000	\$1,000	\$29,163.00
123	1N6BD0CT4FN752876	Nissan	FRONTIER	2015	7A Light Truck	\$1,000	\$1,000	\$17,000.00
124	1FAHP2D85FG153859	Ford	TAURUS SEDAN	2015	3A Private Passenger	\$1,000	\$1,000	\$23,000.00
125	1FAHP2D81FG153860	Ford	TAURUS SE SEDAN	2015	3A Private Passenger	\$1,000	\$1,000	\$23,000.00
126	1GCRCPEC9FZ318360	Ford	F-150	2015	7A Light Truck	\$1,000	\$1,000	\$21,272.00
127	1N6BD0CT0FN752700	Nissan	FRONTIER	2015	7A Light Truck	\$1,000	\$1,000	\$17,000.00
128	1FTBF2A6XFE09622	Ford	F-250	2015	7A Light Truck	\$1,000	\$1,000	\$42,634.00
129	1FTBF2A61FEC90623	Ford	F-250	2015	7A Light Truck	\$1,000	\$1,000	\$42,634.00
130	1FA6POG2XF5130555	Ford	FUSION	2015	3A Private Passenger	\$1,000	\$1,000	\$17,384.00
131	1FTBF2A68FEC90621	Ford	F-250	2015	7A Light Truck	\$1,000	\$1,000	\$29,163.00
132	1FDUF5GY6GEA16530	Ford	F-550 AERIAL TRUCK	2016	6A Medium Truck	\$1,000	\$1,000	\$90,382.00
133	1GCWGFCE6F1281457	Chevrolet	EXPRESS VAN	2015	16A Bus <20 Pass, No Lift	\$1,000	\$1,000	\$25,459.00
134	4P1BAAFFXGA015933	Pierce	IMPEL PUMPER	2015	10A Fire Truck	\$1,000	\$1,000	\$666,769.00
135	1FVACYDT9GHHE9800	Freightliner	M2 TRASH TRUCK	2015	8A Garbage Truck	\$1,000	\$1,000	\$135,348.00
136	5VPDW36N7G3047556		MOTORCYCLE	2016	5A Motorcycle	\$1,000	\$1,000	\$32,864.00
137	5VPDW36N7G3044718		MOTORCYCLE	2016	5A Motorcycle	\$1,000	\$1,000	\$32,864.00
138	5VPDW36N5G3047720		MOTORCYCLE	2016	5A Motorcycle	\$1,000	\$1,000	\$32,864.00
139	5VPDW36N3G3047747		MOTORCYCLE	2016	5A Motorcycle	\$1,000	\$1,000	\$32,864.00
140	5VPDW36N9G3047784		MOTORCYCLE	2016	5A Motorcycle	\$1,000	\$1,000	\$32,864.00
141	1FDUF4GY7GEA16529	Ford	F-450 CRANE	2016	6A Medium Truck	\$1,000	\$1,000	\$66,000.00
142	1FVHG3CY2GHHA0683	Freightliner	VACCUUM TRUCK	2016	9A Heavy Truck	\$1,000	\$1,000	\$351,848.00
143	1FTMF1C82GFB56135	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
144	1FTMF1C84GFB56136	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
145	1FTMF1C86GFB56137	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
146	1FTMF1C88GFB56138	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
147	1FTMF1C8XGFB56139	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
148	1FTMF1C86GFB56140	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$20,000.00
149	1FTMF1E81GFB37654	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$22,000.00
150	1FTEX1C89GFB37664	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$23,000.00
151	1FTEX1C80GFB37665	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$23,000.00
152	1FTEX1C88GFB37663	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$23,000.00
153	1FTMF1E8XGFB37653	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$23,358.00
154	1FAHP2MK4GG113544	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$36,500.00
155	1FAHP2MKXGG113547	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
156	1FMCU0F71HUA25186	Ford	ESCAPE	2017	7A Light Truck	\$1,000	\$1,000	\$18,136.00
157	NM0LS6E79G1271415	Ford	TRANSIT	2016	7A Light Truck	\$1,000	\$1,000	\$19,973.00
158	1N6AD0CW0GN758228	Nissan	FRONTIER 4X4	2016	7A Light Truck	\$1,000	\$1,000	\$22,504.00
159	1N6BD0CT4GN759120	Nissan	FRONTIER	2016	7A Light Truck	\$1,000	\$1,000	\$20,664.00
160	1FMCU0F73HUA25187	Ford	ESCAPE	2017	7A Light Truck	\$1,000	\$1,000	\$18,136.00
161	NM0LS6E78G1271681	Ford	TRANSIT	2016	7A Light Truck	\$1,000	\$1,000	\$19,973.00
162	1FAHP2MK7GG113540	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
163	1FAHP2MK9GG113541	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
164	1FAHP2MK0GG113542	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
165	1FAHP2MK6GG113545	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
166	1FAHP2MK8GG113546	Ford	INTERCEPTOR SEDAN	2016	4A Police Car	\$1,000	\$1,000	\$31,500.00
167	1N6AD0CW8GN757747	Nissan	FRONTIER	2016	7A Light Truck	\$1,000	\$1,000	\$22,504.00
168	1FM5K8AR6GCG91578	Ford	INTERCEPTOR SEDAN K9	2016	4A Police Car	\$1,000	\$1,000	\$37,800.00
169	1FTEX1C89GKE26647	Ford	F-150	2016	7A Light Truck	\$1,000	\$1,000	\$26,766.00
170	1FT7W2B64GEC44841	Ford	F-250	2016	7A Light Truck	\$1,000	\$1,000	\$36,037.00

Automobile Schedule

#	VIN	Make	Description	Year	VehicleType	Comprehensive Deductible	Collision Deductible	Value
171	1N6AD0CW8GN757747	Nissan	FRONTIER	2016	7A Light Truck	\$1,000	\$1,000	\$20,114.00
172	3FA6P0G77HR113549	Ford	FUSION	2017	3A Private Passenger	\$1,000	\$1,000	\$17,252.00
173	1FTBF2B61GEC44838	Ford	F-250	2016	7A Light Truck	\$1,000	\$1,000	\$33,055.00
174	1FM5K8AR4GCG91577	Ford	INTERCEPTOR SUV	2016	4A Police Car	\$1,000	\$1,000	\$29,392.00
175	1FTBF2B63GEC44839	Ford	F-250	2016	7A Light Truck	\$1,000	\$1,000	\$29,811.00
176	1FTBF2B6XGEC44840	Ford	F-250	2016	7A Light Truck	\$1,000	\$1,000	\$29,811.00
177	1FM5K7B83HGA17191	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$25,111.00
178	1FT8W3C68GEC32250	Ford	F-250	2016	7A Light Truck	\$1,000	\$1,000	\$34,306.00
179	1N4AL3AP8DN545354	Nissan	ALTIMA UNMARKED	2013	4A Police Car	\$1,000	\$1,000	\$20,400.00
180	1N6BD0CTXHN727614	Nissan	FRONTIER	2017	7A Light Truck	\$1,000	\$1,000	\$19,644.00
181	1N6BD0CTXHN731839	Nissan	FRONTIER	2017	7A Light Truck	\$1,000	\$1,000	\$19,644.00
182	1FMJU1FT1HEA75123	Ford	EXPEDITION	2017	7A Light Truck	\$1,000	\$1,000	\$28,870.00
183	1GCNCNEH6JZ105809	Chevrolet	SILVERADO 1500	2017	7A Light Truck	\$1,000	\$1,000	\$20,702.00
184	1GCVKNEH3JZ105706	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$26,266.00
185	1GCRCNEH6JZ130775	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$21,275.00
186	1GCNCNEH3JZ104066	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$20,702.00
187	1GCNCNEH6JZ107088	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$19,803.00
188	1GCNCNEH3JZ107904	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$19,803.00
189	1GCRCNEH4JZ126062	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$21,275.00
190	1GCRCNEH3JZ127975	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$21,275.00
191	1GCRCNEH0JZ131999	Chevrolet	SILVERADO 1500	2018	7A Light Truck	\$1,000	\$1,000	\$21,275.00
192	1FMCU0F70HUE76173	Ford	ESCAPE	2017	7A Light Truck	\$1,000	\$1,000	\$19,039.00
193	1FDUF4GY1HEE34716	Ford	F-450 UTILITY	2017	6A Medium Truck	\$1,000	\$1,000	\$39,971.00
194	1FM5K8ARXHG93399	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
195	1FM5K8AR2HGD93400	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
196	1FM5K8AR3HGD93406	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
197	1FM5K8AR2HGD93395	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
198	1FM5K8AR6HGD93397	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
199	1FM5K8AR8HGD93398	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
200	1FM5K8AR4HGD93401	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
201	1FM5K8AR6HGD93402	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
202	1FM5K8AR8HGD93403	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
203	1FM5K8ARXHG93404	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
204	1FM5K8AR1HGD93405	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
205	1FMCU9GD7JUA25384	Ford	ESCAPE	2018	7A Light Truck	\$1,000	\$1,000	\$20,997.00
206	1FM5K8AR5HGD93407	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
207	1FM5K8AR7HGD93408	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
208	1FMCU0F79HUE76172	Ford	ESCAPE SUV	2017	7A Light Truck	\$1,000	\$1,000	\$19,039.00
209	1FDUF4GY3HEE34717	Ford	F-450 DUMP TRUCK	2017	6A Medium Truck	\$1,000	\$1,000	\$43,998.00
210	1FMZK1ZM0JKA04192	Ford	TRANSIT WAGON	2018	7A Light Truck	\$1,000	\$1,000	\$25,976.00
211	1FTBF2A61HEE49952	Ford	F-250 4X2 UTILITY	2017	7A Light Truck	\$1,000	\$1,000	\$28,103.00
212	1FTBF2A63HEE49953	Ford	F-250 4X2 UTILITY	2017	7A Light Truck	\$1,000	\$1,000	\$28,103.00
213	1FAHP2E84HG139193	Ford	TAURUS	2017	3A Private Passenger	\$1,000	\$1,000	\$22,703.00
214	1FMCU0F76JUA25464	Ford	ESCAPE	2018	7A Light Truck	\$1,000	\$1,000	\$19,039.00
215	1FDUF2A65HEE49954	Ford	F-250	2017	7A Light Truck	\$1,000	\$1,000	\$28,103.00
216	1HD1FMC1XJB620132	Harley Davidson	FLHP	2018	5A Motorcycle	\$1,000	\$1,000	\$24,214.00
217	1HD1FMC14JB620384	Harley Davidson	FLHP	2018	5A Motorcycle	\$1,000	\$1,000	\$24,214.00
218	1FM5K8AR4HGD93396	Ford	EXPLORER	2017	7A Light Truck	\$1,000	\$1,000	\$27,366.00
219	1FTBF2A67HEE49955	Ford	F-250 UTILITY	2017	7A Light Truck	\$1,000	\$1,000	\$28,103.00
220	1FT7X2A65HEE49956	Ford	F-250 EXT CAB	2017	7A Light Truck	\$1,000	\$1,000	\$31,503.00
221	1FTYE1ZM1JKA07075	Ford	T-150 CARGO VAN	2017	7A Light Truck	\$1,000	\$1,000	\$24,084.00
222	1FTBF2B65HEE50004	Ford	F-250 UTILITY	2017	7A Light Truck	\$1,000	\$1,000	\$43,597.00
223	1FM5K8AR5JGA46410	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$27,361.00
224	1N6BD0CT5JN735738	Nissan	FRONTIER	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
225	1N6BD0CT2JN735860	Nissan	FRONTIER	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
226	1GCRCNEH7JZ256076	Chevrolet	SILVERADO	2018	7A Light Truck	\$1,000	\$1,000	\$20,497.00
227	1N6BD0CT2JN736622	Nissan	FRONTIER PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
228	1FM5K8ARXJGA90516	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
229	1FM5K8AR1JGA90517	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
230	1FM5K8AR3JGA90518	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
231	1FM5K8AR5JGA90519	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
232	1FM5K8AR1JGA90520	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
233	1FM5K8AR3JGA90521	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
234	1FM5K8AR3JGA90522	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
235	1FM5K8AR7JGA90523	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
236	1FM5K8AR9JGA90524	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
237	1FM5K8AR0JGA90525	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
238	1FM5K8AR2JGA90526	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$38,216.00
239	1N6BD0CTXJN735797	Nissan	FRONTIER PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
240	1N6BD0CT8JN736270	Nissan	FRONTIER PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
241	1N6BD0CT1JN736398	Nissan	FRONTIER PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$19,247.00
242	1GCRCNEH7JZ255770	Chevrolet	SILVERADO PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$20,497.00
243	1GCRCNEH6JZ257090	Chevrolet	SILVERADO PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$20,497.00
244	1FT7W2B69JEB92033	Ford	F-250 CREW CAB PICKUP	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
245	1FDRF3HT4JEC10333	Ford	F-350 4X4 FLATBED	2018	7A Light Truck	\$1,000	\$1,000	\$41,323.00
246	4P1CT02U04A004027	Pierce	Enforcer	2004	10A Fire Truck	\$1,000	\$1,000	\$305,210.00
247	1FTBF2A66JEB84527	Ford	F-250 UTILITY	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
248	1FAHP2D88JG114854	Ford	Taurus Sedan	2018	3A Private Passenger	\$1,000	\$1,000	\$23,498.00
249	1FAHP2D8XJG114855	Ford	Taurus Sedan	2018	3A Private Passenger	\$1,000	\$1,000	\$23,498.00
250	1FTBF2A60JEB84524	Ford	F-250 UTILITY	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
251	1FTBF2A62JEB84525	Ford	F-250 UTILITY	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
252	1FDBF2A68JEB84528	Ford	F-250 UTILITY	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
253	1FM5K8AR4JGB46711	Ford	INTERCEPTOR SUV	2018	4A Police Car	\$1,000	\$1,000	\$28,092.00
254	1FAHP2D81JG114456	Ford	Taurus Sedan	2018	3A Private Passenger	\$1,000	\$1,000	\$23,498.00
255	1FMZK1ZM2JKA61509	Ford	Transit T-150 Wagon	2018	7A Light Truck	\$1,000	\$1,000	\$27,014.00

Automobile Schedule

#	VIN	Make	Description	Year	VehicleType	Comprehensive Deductible	Collision Deductible	Value
256	1FDBF2B63JEB84547	Ford	F-250 4X4 UTILITY TRUCK	2018	7A Light Truck	\$1,000	\$1,000	\$51,470.00
257	1FTBF2A64JEB84526	Ford	F-250 UTILITY TRUCK	2018	7A Light Truck	\$1,000	\$1,000	\$29,335.00
258	NM0LS6E7XJ1373278	Ford	TRANSIT CARGO VAN	2018	7A Light Truck	\$1,000	\$1,000	\$20,660.00
259	NM0LS6E70J1373290	Ford	TRANSIT CARGO VAN	2018	7A Light Truck	\$1,000	\$1,000	\$20,660.00
260	NM0LS6E78J1373294	Ford	TRANSIT CARGO VAN	2018	7A Light Truck	\$1,000	\$1,000	\$20,660.00
261	1GC2KVC83BZ435577	Chevrolet	Silverado K 2500 EXT	2011	7A Light Truck	\$1,000	\$1,000	\$37,174.00
262	1FDUF5GT6JEC22006	Ford	F550 Camera Box Truck	2018	9A Heavy Truck	\$1,000	\$1,000	\$260,000.00
263	4P1BAAFF1KA019653	Pierce	Arrow XT Fire Truck	2019	10A Fire Truck	\$1,000	\$1,000	\$653,785.00
264	1FM5K8AR7KGA29738	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
265	1FM5K9AR7KGA29739	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
266	1FM5K8AR5KGA29740	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
267	1FM5K8AR7KGA29741	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
268	1FM5K8AR9KGA29742	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
269	1FM5K8AR0KGA29743	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
270	1FM5K8AR2KGA29744	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
271	1FM5K8AR4KGA29745	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
272	1FM5K8AR6KGA29746	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
273	1FM5K8AR8KGA29747	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
274	1FM5K8ARXKGA29748	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
275	1FM5K8AR2KGA62436	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
276	1FM5K8AR4KGB23009	Ford	Interceptor SUV	2019	4A Police Car	\$1,000	\$1,000	\$38,216.00
277	3C7WRKCL4GG251615	Dodge	Ram 4500 Ambulance	2016	9A Heavy Truck	\$1,000	\$1,000	\$181,662.00
278	4P1BCAFF2JA018214	Pierce	Arrow XT 107' Ladder Truck	2018	10A Fire Truck	\$1,000	\$1,000	\$892,159.00
279	1FVHG3FE8KHKC3149	Freightliner	114SD W/Vacon Body	2019	9A Heavy Truck	\$1,000	\$1,000	\$409,567.00
280	1FMZK1ZM0KKA62885	Ford	Transit T-150 Van	2019	7A Light Truck	\$1,000	\$1,000	\$27,084.00
281	1FMJU1FT2KEA29212	Ford	Expedition	2019	7A Light Truck	\$1,000	\$1,000	\$37,332.00
282	1FDRF3H63KED95311	Ford	F350 4X4 Utility Truck	2019	7A Light Truck	\$1,000	\$1,000	\$41,062.00
283	1N6AD0CW6KN740289	Nissan	Frontier HXH Ext Cab Pickup	2019	7A Light Truck	\$1,000	\$1,000	\$22,499.00
284	2G11Z5S37K9139994	Chevrolet	Impala 1LT Sedan	2019	4A Police Car	\$1,000	\$1,000	\$24,869.00
285	1G1ZC5ST6K182301	Chevrolet	Malibu	2019	4A Police Car	\$1,000	\$1,000	\$17,438.00
286	5ASAG47486F039842	GEM	E4 Electric	2006	3A Private Passenger	\$1,000	\$1,000	\$6,004.00
287	1FM5K8AR2JGA90526	Ford	Interceptor SUV	2018	4A Police Car	\$1,000	\$1,000	\$28,092.00
288	1G1ZC5ST8JF103533	Chevrolet	MALIBU	2018	3A Private Passenger	\$1,000	\$1,000	\$18,547.00
Total Insured Value								\$15,022,642.00



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
08/13/2019

AGENCY Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CARRIER *MARKETING NAIC CODE
		COMPANY POLICY OR PROGRAM NAME BOILER & MACHINERY PROGRAM CODE
		POLICY NUMBER 19-20 BMAC
CONTACT NAME: Aracelis Dresner PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: adresner@bbdaytona.com CODE: SUBCODE:		UNDERWRITER UNDERWRITER OFFICE
AGENCY CUSTOMER ID: 00074315		STATUS OF TRANSACTION ☒ QUOTE ☐ ISSUE POLICY ☒ RENEW BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME ☒ AM CANCEL 10/01/2018 12:01 ☐ PM

LINE OF BUSINESS

INDICATE LINE OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
☒ BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$	
BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$	
BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$	
COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$	
COMMERCIAL INLAND MARINE	\$		MOTOR CARRIER	\$	
COMMERCIAL PROPERTY	\$		TRUCKERS	\$	
CRIME	\$		UMBRELLA	\$	

ATTACHMENTS

ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 10/01/2019	PROPOSED EXP DATE 10/01/2020	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN Annual	METHOD OF PAYMENT Check	AUDIT	DEPOSIT \$	ANNUAL PREMIUM \$	POLICY PREMIUM \$ 0.00
---------------------------------	---------------------------------	--	------------------------	----------------------------	-------	---------------	----------------------	---------------------------

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) CITY OF PORT ORANGE 1000 CITY CENTER CIR PORT ORANGE FL 32129		GL CODE	SIC	NAICS	FEIN OR SOC SEC # 586000412
		BUSINESS PHONE #: (386) 506-5703			
		WEBSITE ADDRESS			
☐ CORPORATION ☐ INDIVIDUAL	☐ JOINT VENTURE LLC NO. OF MEMBERS AND MANAGERS: _____	☐ NOT FOR PROFIT ORG ☐ PARTNERSHIP	☐ SUBCHAPTER "S" CORPORATION ☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION ☐ INDIVIDUAL	☐ JOINT VENTURE LLC NO. OF MEMBERS AND MANAGERS: _____	☐ NOT FOR PROFIT ORG ☐ PARTNERSHIP	☐ SUBCHAPTER "S" CORPORATION ☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION ☐ INDIVIDUAL	☐ JOINT VENTURE LLC NO. OF MEMBERS AND MANAGERS: _____	☐ NOT FOR PROFIT ORG ☐ PARTNERSHIP	☐ SUBCHAPTER "S" CORPORATION ☐ TRUST		

AGENCY CUSTOMER ID: 00074315

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

NATURE OF BUSINESS

DESCRIPTION OF PRIMARY OPERATIONS

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK
	%	%
1. Home Depot	100	0
2. Lowe's	100	0
3. The Home Depot	100	0
4. The Home Depot	100	0
5. The Home Depot	100	0
6. The Home Depot	100	0
7. The Home Depot	100	0
8. The Home Depot	100	0
9. The Home Depot	100	0
10. The Home Depot	100	0
11. The Home Depot	100	0
12. The Home Depot	100	0
13. The Home Depot	100	0
14. The Home Depot	100	0
15. The Home Depot	100	0
16. The Home Depot	100	0
17. The Home Depot	100	0
18. The Home Depot	100	0
19. The Home Depot	100	0
20. The Home Depot	100	0
21. The Home Depot	100	0
22. The Home Depot	100	0
23. The Home Depot	100	0
24. The Home Depot	100	0
25. The Home Depot	100	0
26. The Home Depot	100	0
27. The Home Depot	100	0
28. The Home Depot	100	0
29. The Home Depot	100	0
30. The Home Depot	100	0
31. The Home Depot	100	0
32. The Home Depot	100	0
33. The Home Depot	100	0
34. The Home Depot	100	0
35. The Home Depot	100	0
36. The Home Depot	100	0
37. The Home Depot	100	0
38. The Home Depot	100	0
39. The Home Depot	100	0
40. The Home Depot	100	0
41. The Home Depot	100	0
42. The Home Depot	100	0
43. The Home Depot	100	

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

INTEREST			NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐	ADDITIONAL INSURED	☐	LIENHOLDER							LOCATION:	BUILDING:
☐	BREACH OF WARRANTY	☐	LOSS PAYEE							VEHICLE:	BOAT:
☐	CO-OWNER	☐	MORTGAGEE							AIRPORT:	AIRCRAFT:
☐	EMPLOYEE AS LESSOR	☐	OWNER							ITEM CLASS:	ITEM:
☐	LEASEBACK OWNER	☐	REGISTRANT							ITEM DESCRIPTION	
☐	LENDER'S LOSS PAYABLE	☐	TRUSTEE	REFERENCE / LOAN #:			INTEREST END DATE:				
				LIEN AMOUNT:			PHONE (A/C, No, Ext):			FAX (A/C, No):	
REASON FOR INTEREST:						E-MAIL ADDRESS:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?				
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				
☐ SAFETY MANUAL	☐ SAFETY POSITION	☐ MONTHLY MEETINGS	☐ OSHA	☐
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	N
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
☐ NON-PAYMENT	☐ AGENT NO LONGER REPRESENTS CARRIER	☐		
☐ NON-RENEWAL	☐ UNDERWRITING	☐ CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00074315

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	SUBROGATION Y/N	CLAIM OPEN Y/N
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED			

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE

Lawrence Salem

PRODUCER'S NAME (Please Print)

BOBBY BARLOW

STATE PRODUCER LICENSE NO (Required in Florida)

AD13832

APPLICANT'S SIGNATURE

DATE

NATIONAL PRODUCER NUMBER

Donald Burnett, Mayor



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7j) Approval to Renew Statutory AD&D for law enforcement and firefighters and Executive Travel AD&D insurance policies for FY2020

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to renew Statutory AD&D for law enforcement and firefighters and Executive Travel AD&D insurance policies for FY20.

SUMMARY: On August 21, 2018, Council approved an award for insurance policies brokered through FMIT for Statutory AD&D for law enforcement and firefighters and Executive Travel pursuant to RFP 18-22. The RFP provided for an initial term of one year (10.01.2018 through 09.30.2019), with four optional one-year renewals, subject to written agreement of the parties, approval of City Council, and approval of the budget for the then-current fiscal year.

FMIT has agreed to renew the policies for the second one-year fiscal year term as follows:

Coverage	RFP 18-22 Premium	FY 20 Premium
Statutory AD&D	\$5,830.00	\$4,743.00
Executive Travel AD&D	\$1,240.00	\$1,240.00

This represents an overall reduction in quoted premiums of \$1,087.00.

Funding is subject to approval of the FY20 budget.

Project No.: Funding Account No.: 504-1000-519.45-10

Presenter: Jamie Miller

ATTACHMENTS:

1.	FMIT FY20 Ancillary Premiums	FMIT FY20 Ancillary Premiums.pdf
2.	City of Port Orange Executive Travel Accident 1920 Quote	City of Port Orange Executive Travel Accident 1920 Quote.pdf
3.	City of Port Orange Statutory AD&D	City of Port Orange Statutory AD&D 1920

	1920 Quote	Quote.pdf
--	------------	-----------

Grace Stewart	Created/Initiated - 8/28/2019
Jamie Miller	Approved - 8/29/2019
Scott Neils	Approved - 8/29/2019
Margaret Roberts	Approved - 9/11/2019
Jake Johansson	Approved - 9/12/2019
Robin Fenwick	Final Approval - 9/12/2019

From: [Dorothy Rollins](#)
To: [Stewart, Grace](#)
Cc: [John Ligon](#)
Subject: [EXT] City of Port Orange 2019/2020 Ancillary Premiums
Date: Tuesday, August 27, 2019 3:43:15 PM
Attachments: [image001.png](#)

Good afternoon Grace,

Please find below the FY1920 annual premiums for the Statutory Accidental Death & Dismemberment and Executive Travel Accidents policies.

Statutory AD&D: \$4,743.00

Executive Travel Accident: \$1,240.00

The invoices will be emailed to you in September.

Let me know if you need any additional assistance.

Regards,

Dorothy

Dorothy Rollins, MBA, AINS

Trust Services Administrator

Florida League of Cities, Inc.

Direct Dial: 407-367-1798

Fax: 407-425-9378

www.flcities.com



EXECUTIVE TRAVEL ACCIDENT COVERAGE QUOTATION

QUOTE FOR: City of Port Orange
COMPANY NAME: National Union Fire Insurance Company of Pittsburgh PA
PROPOSED EFFECTIVE DATE: 10/1/2019 TO 10/1/2020

CLASS I

CLASS II

Principal Sum

\$250,000.00

\$250,000.00

Hazard Applicable to Class

H-12: 24-Hour Accident Protection while
on a Trip - Business only (Inside or
outside City Limits)

H-20: 24-Hour Accident Protection -
Business and Pleasure

Number of Personnel

Elected Officials	5	City Manager	1
		Assistant City Manager	1
		Police Chief	1
		Finance Director	1
		Administrative Services Director	1
		Public Works Director	1
		Parks & Recreation Director	1
		Director of Community Development	1
		Public Utilities Director	1
		City Attorney	1
		City Clerk	1
		Fire Chief	1

Premium: \$1,240.00

STATUTORY AD&D

**THE FOLLOWING IS A SUMMARY OF FEATURES ONLY & DOES NOT COVER ALL TERMS,
CONDITIONS AND LIMITATIONS. THE ISSUED POLICY WILL GOVERN IN ALL CASES.**

****PREMIUM SUBJECT TO COMPLETED WORKSHEET RECEIVED AND REVIEWED
BY UNDERWRITING****

QUOTE FOR: City of Port Orange

INSURER: National Union Fire Insurance Company of Pittsburgh PA

LIMIT OF LIABILITY: \$75,000 Principal Sum - In Line of Duty
\$75,000 Principal Sum - Fresh Pursuit
\$225,000 Principal Sum - Unlawful and Intentional Death

PROPOSED EFFECTIVE DATE: 10/1/2019 – 10/1/2020

THE FOLLOWING COVERAGES ARE INCLUDED:

1. Accidental Death & Dismemberment.
2. Tuberculosis, heart disease or hypertension, hepatitis, meningococcal meningitis.
3. Weekly Accident Indemnity - \$100.00/week, maximum 52 weeks. Coordinates with workers' compensation. Unlawful and intentional act only.
4. Day Care Benefit - \$2,000/yr, max 2 years. Currently enrolled in day care.
5. Education Benefit - \$2,000/yr, max 2 years. Currently enrolled in an institution of higher learning.
6. Medical Insurance Continuation/Catastrophic Injury 440.02 (34) F.S. – Maximum \$5,000.00 per year. Maximum years - 5.
7. Burial Benefit - \$1,000. Intentional death only.

PERSONS COVERED:

Police	<u>89</u>	Full-Time
	<u>1</u>	Part-Time
	—	Auxiliary Officers, Reserves, Volunteers
	—	Dispatchers
	<u>14</u>	Administrative
	—	Full-Time Corrections Officers
	—	Crossing Guards
Firefighters	<u>57</u>	Full-Time
	—	Part-Time
	—	Volunteer
	—	Auxiliary Reserves
	—	Dispatchers
	<u>7</u>	Administrative
EMT's and Paramedics	—	
All Other Employees	—	

TOTAL PREMIUM: **\$4,743.00** **Annual**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (B7k) Approval of Change Order No. 1 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009).

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Carr & Collier Inc. for work under ITB 19-01, Police Shooting Range for an amount not to exceed \$32,291.00 and a revised total agreement amount not to exceed \$1,509,645.00; authorize the Mayor and City Clerk to execute all required documentation.

SUMMARY:

On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budgeted amount for this project. This change order request will not require any additional funds which have not already been allocated for this project. **There are no additional days requested with this change order.**

This Change Order is being requested to provide a shade cover over the 50 yard line of the range site. This shade cover will also incorporate electrical outlets and under roof lighting at the 50 yard line. This addition is requested to provide training participants with cover from the elements and a place to put gear out of the elements as well. The under-roof lighting will be essential for safety when training times run into the evening hours or begin before sunrise in the morning hours.

The insulation in the storage buildings will be critical for two reasons. The first being this will allow for the installed window A/C unit to operate more efficiently. This will also provide a much cooler environment for any training participant who may become overheated during a training exercise. Second, this will allow for a storage environment with greatly reduced humidity levels which will safeguard our equipment and range supplies.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi, Eric Fisher

ATTACHMENTS:

1.	075015 - Carr & Collier	075015 - Carr & Collier.PDF
2.	Executed ITB 19-01 Carr & Collier Inc EJCDC Agreement	Executed ITB 19-01 Carr & Collier Inc EJCDC Agreement.pdf

3.	Port Orange Shooting Range Shade Structure Rev. 1 Proposal Submitted	Port Orange Shooting Range Shade Structure Rev. 1 Proposal Submitted.pdf
4.	Design Drawings Signed and Sealed	Design Drawings Signed and Sealed.pdf
5.	190092 CO_Foam Insulation 2-Inch 190828_20190828	190092 CO_Foam Insulation 2-Inch 190828_20190828.pdf
6.	Police Shooting Range, Change Order No. 1, Justification Letter	Police Shooting Range, Change Order No. 1, Justification Letter.pdf
7.	Change Order #1, Form	Change Order #1, Form.docx

Eric Fisher	Created/Initiated - 8/26/2019
William Proctor	Approved - 8/26/2019
Thomas Grimaldi	Approved - 8/27/2019
Scott Neils	Approved - 8/28/2019
Margaret Roberts	Approved - 9/6/2019
Jake Johansson	Approved - 9/6/2019
Robin Fenwick	Final Approval - 9/9/2019



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075015

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

VENDOR:
CARR & COLLIER INC
1410 EMERSON STREET
LEESBURG FL 34748

SHIP TO:
CITY OF PORT ORANGE
PORT ORANGE POLICE DEPT.
4545 CLYDE MORRIS BLVD.
PORT ORANGE FL 32129

(352)314-3625 FAX: (352)240-3439

VENDOR #:		DATE NEEDED:		FOB:		
259529		6/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	EA	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	715498.41	715498.41
2	1	EA	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	575759.53	575759.53
3	1	EA	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	186096.06	186096.06
REMARKS POLICE SHOOTING RANGE PROJECT					TOTAL	1477354.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/28/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

075015

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

VENDOR:
CARR & COLLIER INC

SHIP TO:
CITY OF PORT ORANGE

(352)314-3625 FAX: (352)240-3439

VENDOR #:		259529		DATE NEEDED:		6/30/19		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION			ACCOUNT #		UNIT PRICE	TOTAL COST
			REMARKS: ITB 19-01. JC 6.28.19						
			REQ.	NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT	
			00001	40992	6/27/00	31410005216397	CNE009	715498.41	
			THOMAS GRIMALDI						
			00001	40992	6/27/00	31710105196397	CNE009	575759.53	
			THOMAS GRIMALDI						
			00001	40992	6/27/00	60732005216397	CNE009	186096.06	
			THOMAS GRIMALDI						
REMARKS POLICE SHOOTING RANGE PROJECT								TOTAL	

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/28/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and
**Carr & Collier, Inc.
1410 Emerson Street
Leesburg, Florida 34736** _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Police Shooting Range shall consist of the construction of an access road, two (2) outdoor shooting ranges, a parking lot, a two (2) stall prefabricated bathroom, a metal prefabricated storage building, potable water system with well, pump, controls, treatment, related piping, enclosure, health department permitting, sanitary sewer treatment system with septic tank, pump tank, drain field, controls, related piping, health department permitting, perimeter fence, and a storm water management system.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Port Orange ITB 19-01 Police Shooting Range Facility.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brian W. Simms, P.E. (“Engineer”), of Zev Cohen & Associates, Inc., a Florida corporation, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.

B. The grace period contained in ITB 19-01, Section 3.2(c), does not apply to this project.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 180 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 210 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ _____ N/A _____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

See Exhibit "1"

Total of all Bid Prices (Unit Price Work) \$1,477,354.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. Other bonds (N/A).
 - 4. General Conditions (pages 1 to 69, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages 1 to 5, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
 - 6. Specifications as provided in ITB 19-01 Section 3 – Scope of Work and Project Timeline, Subsection 1, SharePoint Link (consisting of pages 1 to 10, inclusive).
 - 7. Final Engineering Plans consisting of 17 pages, as provided in ITB 19-01 Section 3 – Scope of Work and Project Timeline, Subsection 1, SharePoint Link, with each sheet bearing the following general title:

No.	DESCRIPTION
C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	CONSTRUCTION NOTES
C4	DEMOLITION & EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN
C6	GEOMETRY, SIGNAGE & STRIPING PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN
C8	PAVING, GRADING, DRAINAGE & UTILITY PLAN
C9	PAVING, GRADING, DRAINAGE & UTILITY PLAN
C10	CONSTRUCTION DETAILS
C11	CONSTRUCTION DETAILS
C12	CONSTRUCTION DETAILS
C13	CONSTRUCTION DETAILS
C14	CONSTRUCTION DETAILS
C15	BUILDING DESIGN CRITERIA & ELEVATIONS
C16	BUILDING DESIGN CRITERIA & ELEVATIONS
TP1	TREE PROTECTION PLAN

8. Addendum No. 1 (pages 1 to 11, inclusive).
9. Exhibits to this Agreement are hereby incorporated in this Agreement as if fully set forth herein (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - c. Exhibit No. 2 Contractor's Proposal (pages 1 to 50, inclusive).
 - 1) Affidavit Regarding Worker's Compensation
 - 2) Certificate for Worker's Compensation
 - d. Composite Exhibit No. 3 City's Invitation to BID Request No. 19-01 (not attached, on file with City Clerk's Office; pages 1 to 76, inclusive).
 - e. Exhibit No. 4 Southeastern Surveying and Mapping Corporation - Boundary and Topographic Survey (pages 1 to 2, inclusive).
 - f. Exhibit No. 5 Biological Consulting Services, Inc. - Endangered and Threatened Species Survey Report (pages 1 to 25, inclusive).
 - g. Exhibit No. 6 City of Port Orange - Development Order (pages 1 to 4, inclusive).
 - h. Exhibit No. 7 Saint Johns River Water Management District - Permit Number 155645-1

(pages 1 to 11, inclusive).

- i. Exhibit No. 8 Zev Cohen & Associates, Inc. - Stormwater Calculations (pages 1 to 103, inclusive).
 - j. Exhibit No. 9 Florida Department of State, Division of Historical Resources and State Historic Preservation - Historical Resources Letter (1 page).
 - k. Exhibit No. 10 Zev Cohen & Associates, Inc. - Statistical Tree Survey (pages 1 to 3, inclusive).
 - l. Exhibit No. 11 City of Port Orange – Reservation for Mitigation Credit Letter dated 11/27/18 Police Department Shooting Range Saint Johns River Water Management District Permit Number 155645-1 (1 page).
 - m. Exhibit No. 12 Intent to Award dated May 16, 2019 (1 page).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner



By: Donald O. Burnette

Title: Mayor

Date:

6/25/19



Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Carr & Collier, Inc.
Contractor

Reynolds C. Holman

By:

Title:

Vice President

Date:

6-18-19

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest:

Title:

Karen Haul
Secretary



Address for giving notices:

1401 Emerson Street

Leesburg, Florida 34736

Phone: (352) 314-3625

E-Mail: estimate@carrandcollier.com

License No.: CGC037504

CARR & COLLIER INC.
CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of Carr & Collier Inc., a corporation under the laws of the State of Florida, held on the 18th day of June, 2019, the following resolution was duly passed and adopted:

“RESOLVED that Reynolds Holiman, as Vice President of Carr & Collier Inc., is hereby authorized to execute all document required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

Police Shooting Range

between **City of Port Orange** and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 18th day of June, 2019.

(CORPORATE SEAL)

Karen Rayl
Karen Rayl

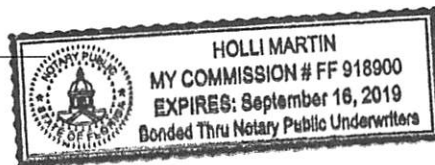
(Corporate Secretary)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of June, 2019 by Karen Rayl, Corporate Secretary of Carr & Collier Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did/did not take an oath.

Holli Martin
(Notary Public)

My Commission Expires: **09/16/2019**





August 26, 2019

Port Orange Police Department
4545 S. Clyde Morris Blvd.
Port Orange, FL 32129

Attention: Sergeant Jeff Wenzel

RE: Port Orange Shooting Range Shade Structure Proposal Rev. 1

Dear Mr. Wenzel,

Carr and Collier, Inc. (CCI), is proud to submit a price proposal for the additional Shade Structure project for the lump sum of **\$27,207.00**. This structure's rating is based on up to 150 mph winds. This proposal is based upon our site visit and other correspondences. Please see the project scope below:

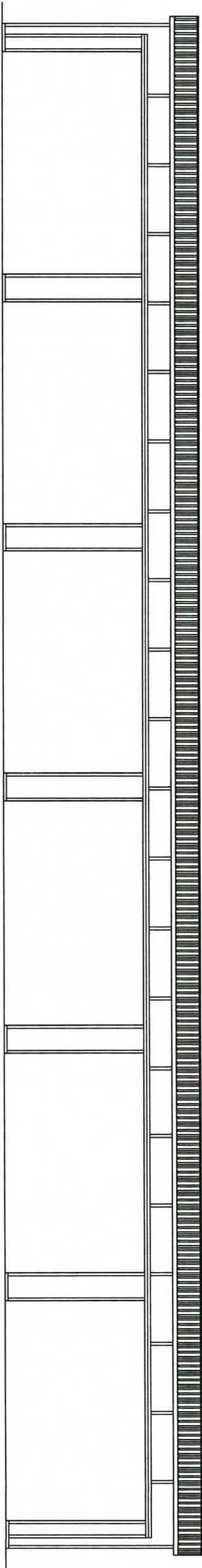
Scope of Work:

- Supervision & Project Management
- All Permitting as Required
- Excavation for Thickened Edge Footer of Concrete Sidewalk
- Form & Pour Concrete for the Thickened Edge Footer (includes #5 rebar)
- Furnish & Install 12'W x 111'L x 12'H Open Shade Structure w/ Gable Ends (150 mph)
- Install Conduit & Power to Shade Structure
- Install Electrical Receptacles (3 ea)
- Install Overhead Lights (4 ea)
- Fine Grade
- Clean-up

We appreciate the opportunity to work with Port Orange on this and future projects. If you have any questions or concerns, please contact me direct at (352) 314-3625 or via e-mail at alumley@carrandcollier.com.

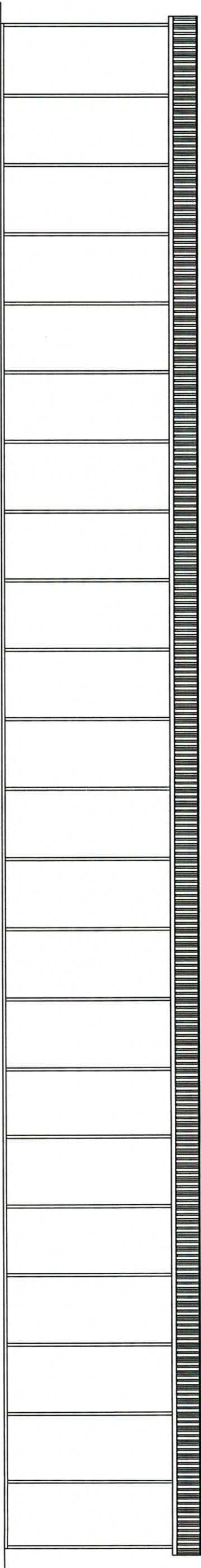
Sincerely,

Antonio Lumley
Chief Estimator



LEFT SIDE ELEVATION

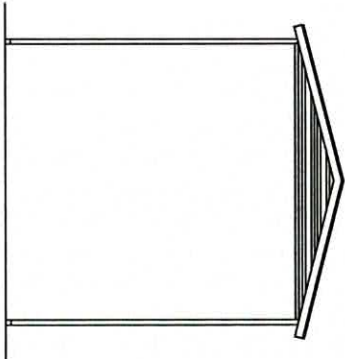
SCALE: 1/8" = 1'



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'

NOTE: 14 GA FRAMING



END ELEVATION

SCALE: 1/8" = 1'

OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	II-B
RISK CATEGORY:	I
BUILDING ENCLOSURE TYPE:	OPEN
INTERNAL PRESSURE COEFFICIENT:	+0.0 / -0.0
WIND EXPOSURE CATEGORY:	C
ULTIMATE WIND SPEED (MPH):	140
NOMINAL DESIGN WIND SPEED (MPH):	108
MEAN ROOF HEIGHT (FEET):	12.96
ROOF ANGLE (DEGREES):	14.0
DESIGN PRESSURES (PSF):	
ROOF:	
ZONE 1:	+16.0 / -31.3
ZONE 2:	+16.0 / -31.3
ZONE 3:	+16.0 / -31.3
DESIGN ROOF PRESSURES:	+16.0 / -31.3

APPROVED PRODUCTS LIST		
PRODUCT CATEGORY	SUB CATEGORY	MANUFACTURER
STRUCTURAL COMPONENTS	ROOF DECK	CAROLINA CARPORTS, INC. 26 Gauge AG Panel
		FL6S96-1-R5 10/10/17

GENERAL NOTES:

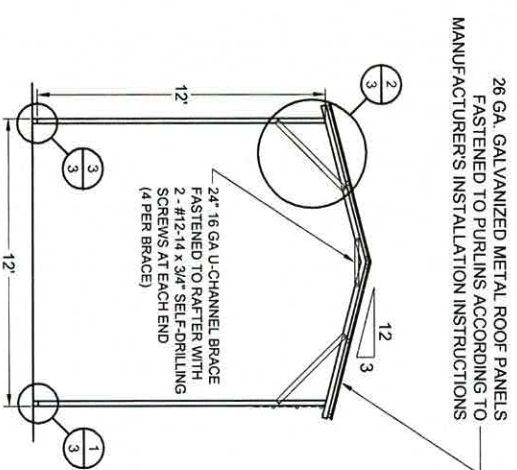
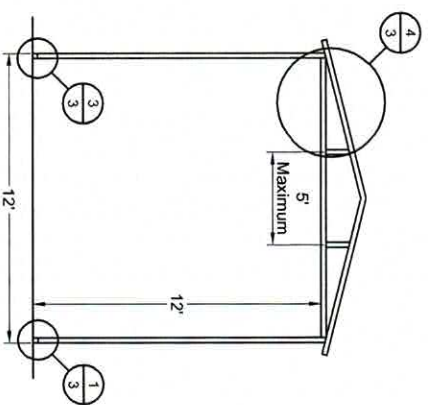
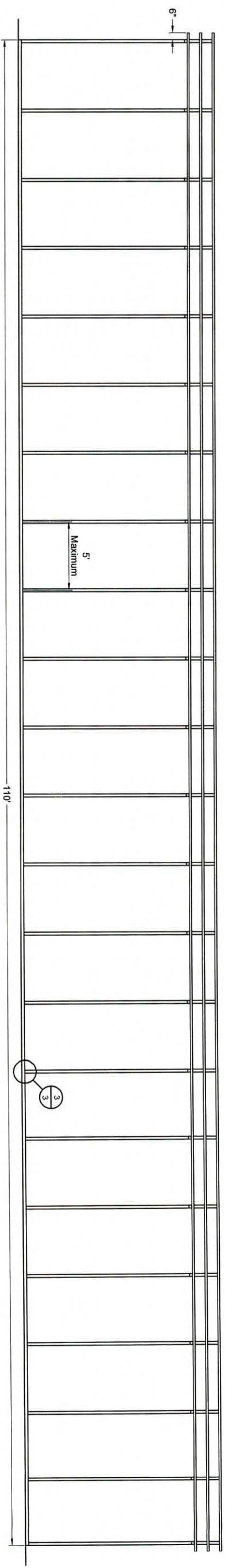
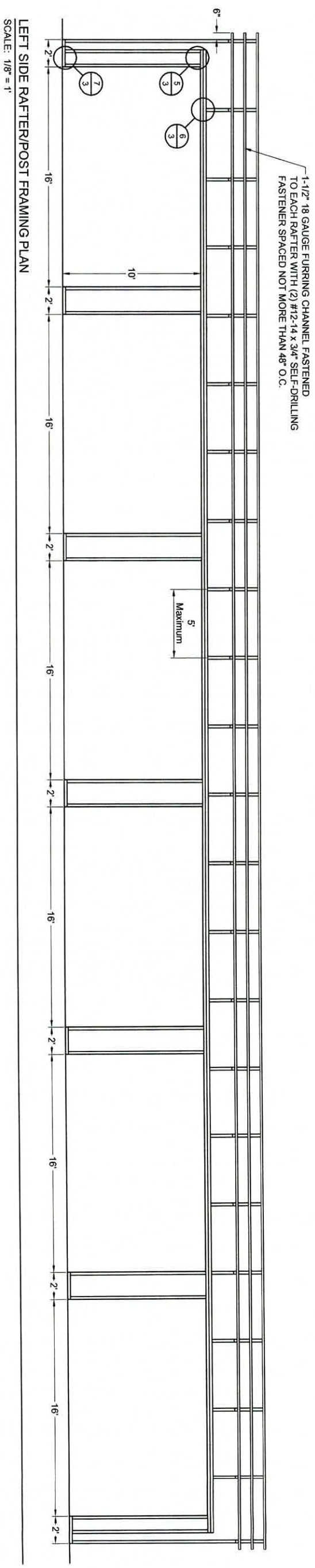
- THESE PLANS PERTAIN ONLY TO THE STRUCTURE, INCLUDING MAIN WIND FORCE RESISTING SYSTEM, COMPONENTS AND CLADDING, AND BASE RAIL ANCHORAGE. OTHER DESIGN ISSUES, INCLUDING BUT NOT LIMITED TO PLUMBING, ELECTRICAL, INGRESS/EGRESS, PROPERTY SET-BACKS, FINISH FLOOR ELEVATION AND SLOPE, OR OTHER LOCAL ZONING REQUIREMENTS ARE THE RESPONSIBILITY OF OTHERS.
- THESE STRUCTURES ARE DESIGNED AS NON-HABITABLE UTILITY/STORAGE BUILDINGS (RISK CATEGORY I) CAPABLE OF SUPPORTING DEAD LOAD OF THE STRUCTURE AND APPLICABLE LIVE AND WIND LOADS. IMPROVEMENTS NOT SPECIFICALLY ADDRESSED HEREIN, INCLUDING DOORS, WINDOWS, OR OTHER COMPONENTS NOT LISTED IN THE FCC APPROVED PRODUCTS LIST (THIS SHEET), AND NOT PROVIDED AND INSTALLED BY CAROLINA CARPORTS, INC., WHICH EXERT ADDITIONAL LOADS ON THE STRUCTURE SHALL BE AT THE OWNER'S RISK. BECHTOL ENGINEERING AND TESTING, INC., SHALL NOT BE RESPONSIBLE FOR STRUCTURAL DAMAGE OR FAILURE DUE TO THE APPLICATION OF ADDITIONAL LOADS.
- ALL STEEL TUBING SHALL BE 60 KSI GALVANIZED STEEL. ALL FASTENERS SHALL BE GALVANIZED OR STAINLESS STEEL.
- ALL COMPONENTS AND CLADDING SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ALL FIELD FRAMING CONNECTIONS SHALL BE #12-14 x 3/4" SELF DRILLING SCREWS **WITHOUT CONTROL SEAL WASHER**. ALL SHOP FRAMING CONNECTIONS SHALL BE WELDED.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. THE REINFORCING STEEL SHALL BE MINIMUM GRADE 40. CONCRETE SLAB FOUNDATIONS SHALL BE REINFORCED WITH 6X6-W1, 4XW1, 4 WELDED WIRE FABRIC COMPLYING WITH ASTM A 185, OR WITH SYNTHETIC FIBER REINFORCEMENT COMPLYING WITH ASTM C1116.
- CONCRETE ANCHORS SHALL BE TAPCON REDHEAD LDT 1/2" x 5" OR EQUIVALENT OR WELT ANKR-TITE MODEL AT1252, OR SLEEVE MODEL HSA 1260, OR EQUIVALENT.
- POSTRAFTER BRACING: BRACE ON EVERY POSTRAFTER CONNECTION, EXCEPT FOR END WALLS AND GABLE ENDS.
- SLAB FOUNDATION SUBGRADE SOILS SHALL BE TERMITTE TREATED AND COVERED WITH 6 MIL VAPOR RETARDER PER SECTION R318.1 OF THE FLORIDA BUILDING CODE SIXTH EDITION (2017) - RESIDENTIAL, AND SECTION 1816.1 OF THE FLORIDA BUILDING CODE SIXTH EDITION (2017) - BUILDING. MINIMUM ALLOWABLE FOUNDATION SOIL CONTACT BEARING PRESSURE OF 2,000 PSF IS ASSUMED.
- 14 GA FRAMING: 2-1/2" x 2-1/2" TUBE STEEL (TS) WITH 2-1/4" x 2-1/4" TS NIPPLES.
- 12 GA FRAMING: 2-1/4" x 2-1/4" TS WITH 2" x 2" TS NIPPLES.

METAL FRAMING AND SIDING PREFABRICATED BY
CAROLINA CARPORTS, INC.
P.O. BOX 1263
DOBSON, NORTH CAROLINA 27017

THIS IS TO CERTIFY THAT THE CALCULATIONS AND SPECIFICATIONS
HEREIN HAVE BEEN PREPARED BY THE UNDERSIGNED PROFESSIONAL
ENGINEER, AND ARE IN ACCORDANCE WITH THE REQUIREMENTS OF
SECTION 1609 OF THE FLORIDA BUILDING CODE, SIXTH EDITION (2017).
THE PLANS ARE VALID UNTIL THE NEXT REVISION OF THE FLORIDA
BUILDING CODE.



PROPOSED UTILITY STRUCTURE - BLDG. #2			
4031 PIONEER TRAIL			
NEW SMYRNA BEACH, FLORIDA			
 BECHTOL ENGINEERING AND TESTING, INC. CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS Certificate of Authorization No. 0000462		DESIGNED BY: NMB	DATE: 8/1/19
		CHECKED BY: MKB	SCALE: NTS
		APPROVED BY: TB	PROJECT NO.: G19001
			SHEET 1 OF 3



—1-1/2" 18 GAUGE FURRING CHANNEL FASTENED TO EACH RAFTER WITH (2) #12-14 x 3/4" SELF-DRILLING FASTENER SPACED NOT MORE THAN 48" O.C.

LEFT SIDE RAFTER/POST FRAMING PLAN

SCALE: 1/8" = 1'

RIGHT SIDE RAFTER/POST FRAMING PLAN

SCALE: 1/8" = 1'

26 GA. GALVANIZED METAL ROOF PANELS
FASTENED TO PURLINS ACCORDING TO
MANUFACTURER'S INSTALLATION INSTRUCTIONS

24" 16 GA U-CHANNEL BRACE
FASTENED TO RAFTER WITH
2 - #12-14 x 3/4" SELF-DRILLING
SCREWS AT EACH END
(4 PER BRACE)

FRONT AND REAR GABLE END RAFTER/POST FRAMING PLAN

SCALE: 1/8" = 1'

**TYPICAL INTERIOR
RAFTER/POST FRAMING PLAN**

SCALE: 1/8" = 1'

PROPOSED UTILITY STRUCTURE - BLDG. #2

4031 PIONEER TRAIL

NEW SMYRNA BEACH, FLORIDA



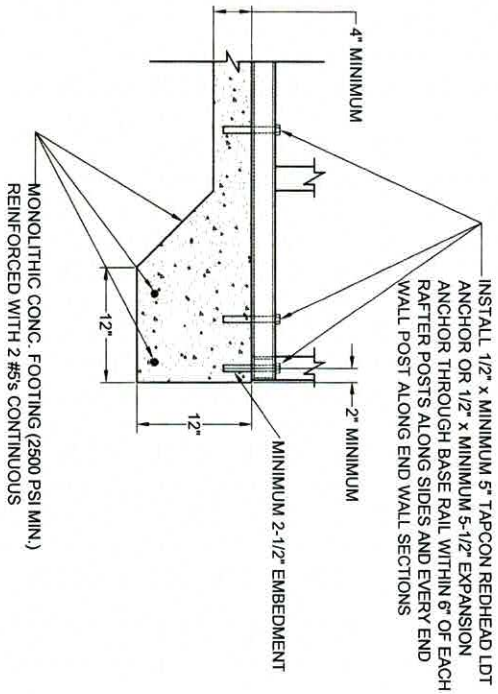
BECHTOL ENGINEERING
AND TESTING, Inc.

CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS
Certificate of Authorization No. 000054182

Certificate of Authorization No. 000054182

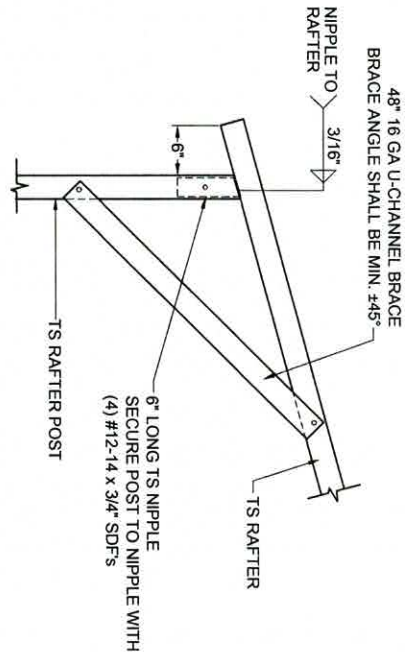
BECHTEL ENGINEERING AND TESTING
605 WEST NEW YORK AVENUE
DADE, FLORIDA 33220
Certificate of Authorization No. 5867
No. 385338
★
P.E.
Thomas Bechtel, P.E.
Florida License No. 385338
STATE OF FLORIDA

FIELD	DATE	8/11/19
DRAWING	SCALE	NTS
CHECKED: MKB	PROJ. NO:	G19001
APPROVED: TB	SHEET 2 OF 3	



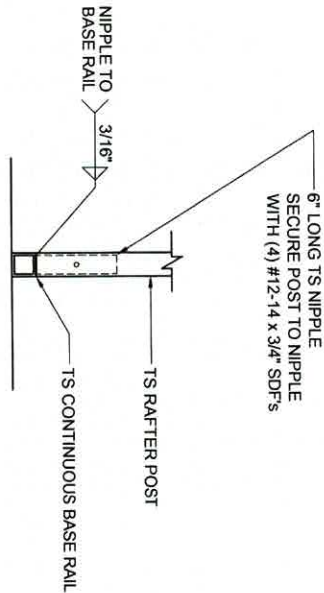
1
Not To Scale

CONCRETE BASE RAIL ANCHORAGE



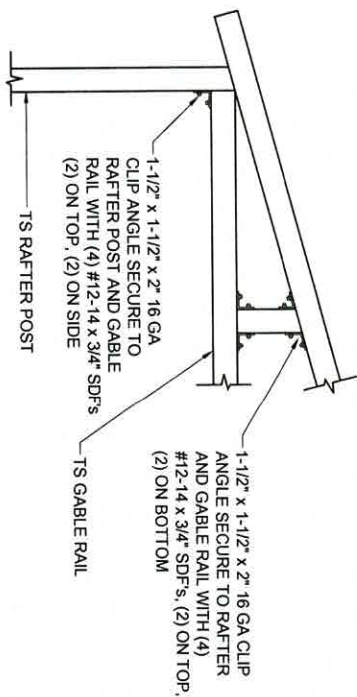
2
Not To Scale

BOX EAVE RAFTER/POST DETAIL



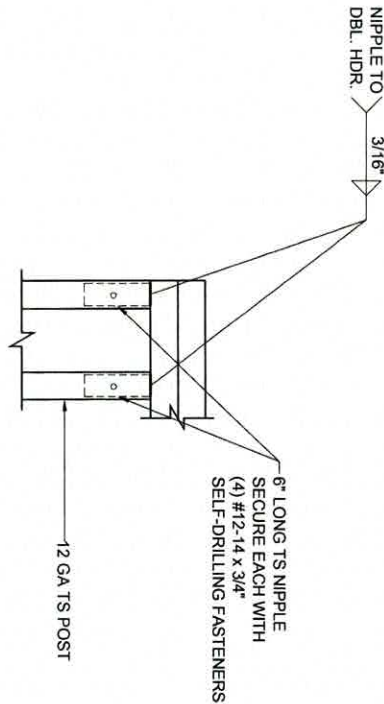
3
Not To Scale

POST/BASE RAIL CONN. DETAIL



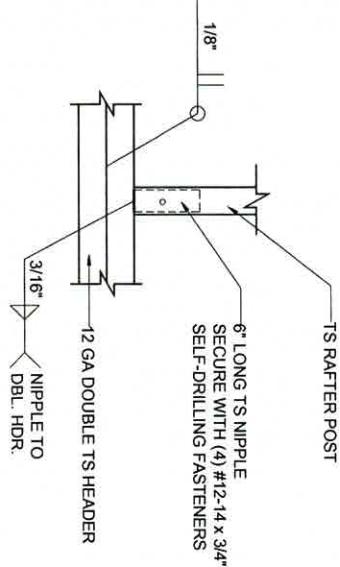
4
Not To Scale

GABLE RAIL TO RAFTER POST CONNECTION DETAIL



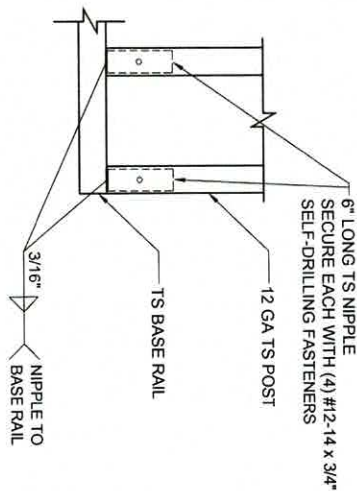
5
Not To Scale

RAFTER POST/DBL. HEADER DETAIL



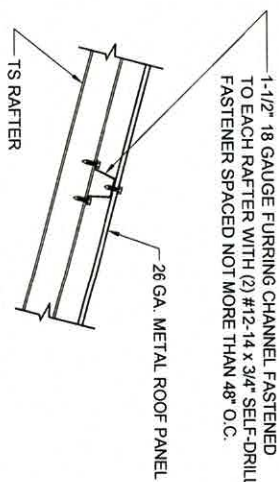
6
Not To Scale

RAFTER POST/HEADER DETAIL



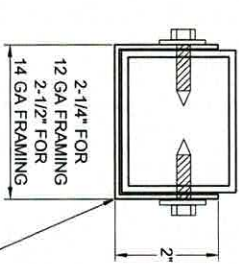
7
Not To Scale

RAFTER POST/BASE RAIL CONNECTION DETAIL



Not To Scale

ROOF PANEL ATTACHMENT

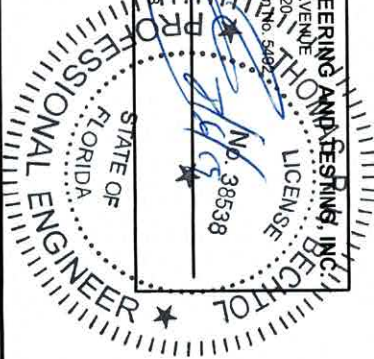


16 GAUGE U-CHANNEL BRACE FASTENED TO THE POST AND RAFTER WITH (2) #12-14 x 3/4\"/>

BRACE SECTION

Not To Scale

BECHTOL ENGINEERING AND TESTING, INC.
605 WEST NEW YORK AVENUE
DELAND, FLORIDA, 32720
Certificate of Authorization No. 5462
No. 38538
Thomas Bechtol, P.E.
Florida License No. 38538



PROPOSED UTILITY STRUCTURE - BLDG. #2			
NEW SMYRNA BEACH, FLORIDA			
BECHTOL ENGINEERING AND TESTING, Inc. CONSULTING ENGINEERING, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS Division of Bechtol Engineering, Inc.		DATE 8/1/19	
DESIGN	NM	SCALE	NTS
CHECKED	MKB	PROJECT NO.	G19001
APPROVED	TB	SHEET 3 OF 3	



August 28, 2019

Port Orange Police Department
4545 S. Clyde Morris Boulevard
Port Orange, FL 32129

Attention: Sergeant Jeff Wenzel

RE: City of Port Orange Police Shooting Range - Foam Insulation Proposal

Dear Mr. Wenzel,

Carr and Collier, Inc. ("CCI") respectfully submits the following price proposal for installing foam insulation in the two buildings on property, the scope and pricing follow:

Scope of Work:

- Supervision and Project Management
- All permitting as required
- Application of Closed Cell Spray Foam Insulation
- Clean-up

Spray Foam Insulation – 2"/R-14:

- Closed Cell Spray Foam Insulation 2"/R-14 – nominally of adhesive closed cell foam **\$5,084.00**

We appreciate the opportunity to work with Port Orange on this and future projects. If this is something that you are interested in pursuing, or if you have any questions regarding this product, please call me at (321) 205-5899, eefstathion@carrandcollier.com, or Joel Saslo at (407)466-1369.

Sincerely,
Carr and Collier, Inc.

Elizabeth Efstathion
Sr. Project Manager

ER/ee

CC: File 190092.020



OWNER: CITY OF PORT ORANGE

LOCATION: POLICE SHOOTING RANGE

DESCRIPTION: FOAM INSULATION & THERMAL BARRIER

DATE: 27-Aug-2019

OPTION 2 - 2"/R-14 FOAM INSULATION

COST CODE	PROJECT SCOPE DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
2100	FOAM INSULATION 1"/R-7	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	4,024.00	4,024.00	4,024.00	
2300	FOREMAN	2	HRS	0.00	0.00	37.50	75.00	0.00	0.00	0.00	0.00	75.00	
2301	OPERATOR (EXCAVATOR)	0	HRS	0.00	0.00	21.51	0.00	0.00	0.00	0.00	0.00	0.00	
2302	OPERATOR (SKIDSTEER)	0	HRS	0.00	0.00	19.69	0.00	0.00	0.00	0.00	0.00	0.00	
2305	PIPE LAYER (1)	0	HRS	0.00	0.00	18.30	0.00	0.00	0.00	0.00	0.00	0.00	
2400	PICKUP FOREMAN	2	HR	0.00	0.00	0.00	0.00	12.79	25.58	0.00	0.00	25.58	
2405	EXCAVATOR 4 TON	0	HRS	0.00	0.00	0.00	0.00	26.42	0.00	0.00	0.00	0.00	
2410	SKIDSTEER LOADER	0	HRS	0.00	0.00	0.00	0.00	31.51	0.00	0.00	0.00	0.00	
2800	ROLL OFF CAN FOR DEBRIS	0	EA	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	
3250	SEED DISTURBED AREAS	0	SY	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL CONSTRUCTION COSTS					0.00		75.00		25.58		4,024.00	4,124.58	

COST CODE	GENERAL CONDITIONS DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
1010	PROJECT MANAGER	0.1	WKS	0.00	0.00	2,200.00	220.00	0.00	0.00	0.00	0.00	220.00	
1015	SUPERINTENDENT	0.1	WKS	0.00	0.00	2,150.00	215.00	0.00	0.00	0.00	0.00	215.00	
1020	ADMINISTRATIVE ASSISTANT	0.05	WKS	0.00	0.00	1,100.00	55.00	0.00	0.00	0.00	0.00	55.00	
1025	EQUIPMENT MOBILIZATION/DEMOLIBIZATION	0	LD	0.00	0.00	0.00	0.00	525.00	0.00	0.00	0.00	0.00	
1030	TEMP TOILETS	0	MO	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1035	WATER / ICE / CUPS	0	WKS	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1045	SMALL TOOLS	0	LS	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1900	COMPANY VEHICLES												
	PICKUP - PROJECT MANAGER	4	HR	0.00	0.00	0.00	0.00	10.82	43.28	0.00	0.00	43.28	
	PICKUP - SUPERINTENDENT	4	HR	0.00	0.00	0.00	0.00	12.79	51.16	0.00	0.00	51.16	
SUBTOTAL GENERAL CONDITIONS					0.00		490.00		94.44		0.00	584.44	

				PROJECT RECAP			
TOTAL MATERIAL	TOTAL LABOR	TOTAL EQUIP	TOTAL	TOTAL MATERIAL	TOTAL LABOR	TOTAL EQUIP	TOTAL
0.00	585.00	120.02	4,709.02	0.00	585.00	120.02	4,709.02
	35.03		35.03		35.03		35.03
	33.90		33.90		33.90		33.90
	4.52		4.52		4.52		4.52
	8.19		8.19		8.19		8.19
	104.81		104.81		104.81		104.81
	50.85		50.85		50.85		50.85
			0.00				0.00
PROJECT COSTS SUBTOTAL				0.00	802.30	120.02	4,946.32
SUBTOTAL				4,946.32			
GC MARK UP @ 15%				138.35			
P&P BOND @ 1.2% (NOT INCL.)				0.00			
CONTINGENCY				0.00			
PROJECT SUBTOTAL				5,084.67			

WILCO ENTERPRISES, INC. D.B.A.

SUNCOAST

INSULATORS & SPECIALTIES

240 Southridge Industrial Dr

Tavares FL 32778

352-343-7999 fax 352-343-3057

PROPOSAL

August 28, 2019

SOLD TO: Carr & Collier JOB LOCATION: City of Port Orange

ALL PRICES ARE INSTALLED AND INCLUDE MATERIAL, LABOR, AND TAX.

UNLESS SIGNED, QUOTE GOOD FOR 30 Days.

2" Spray Foam for Both 12x26 Storage Area's Roof and Walls: 2" Closed Cell Spray Foam.
Total \$ 4,024.00

Note: It is Advised You Allow 24-48 Hours Before Entering, After Spray Foam is Installed

* Price subject to verification of measurements on job site. *

Accepted By: _____

Jamie Mullins
352-812-6601

Date: _____

Date:

"Quality First, Service Always"

Unless otherwise accepted this PROPOSAL is good for 30 days from date of proposal Suncoast Insulators reserves the right to charge a \$100.00 fee for Suncoast Insulators Employees who are called to commence work when the construction is not ready. **Homeowners are payment upon completion.** All accounts over 10 days subject to 1.5% monthly charge 18% per annum. The above signed Customer agrees to pay all expenses incurred: Including attorney's fee and an additional 15% on the amount due thereof should this agreement be placed in the hands of an attorney for collections. Payment Terms: Down payment of 50% for purchase of materials is required prior to project commencement. Payment can be made by credit card or check payable to Suncoast Insulators. **Note: If Using a Credit Card You Will Be Charged an Extra 3% for The Convenience Fee.** Balance will be due immediately upon completion.



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



MEMORANDUM

TO: M.H. Johansson, City Manager

FROM: Sgt. Jeff Wenzel, Police Department, Project Manager 

DATE: August 28, 2019

SUBJECT: Carr & Collier – Police Shooting Range, Change Order No. 1
Shade Cover over 50yard Line & Storage Building Insulation

REQUEST:

The Police Department is requesting the City Council approve Change Order No.1 to the EJCDC agreement dated June 25, 2019, between the City of Port Orange and Carr & Collier Inc. for the construction of the Police Shooting Range Facility.

CONSIDERATION:

On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budget for this project. This change order request will **not** require any funds which have not already been allocated for this project.

This Change Order is being requested to provide a shade cover over the 50yard line of the range site along with insulation inside of the storage buildings. The shade cover will also incorporate electrical outlets and under roof lighting at the 50yard line. This shade cover is requested to provide training participants with cover from the elements and a place to put gear out of the elements as well. The under-roof lighting will be essential for safety when training times run into the evening hours or begin before sunrise in the morning hours.

The insulation in the storage buildings will be critical for two reasons. The first being this will allow for the installed window Ac unit to operate efficiently. This will also provide a much cooler environment for any training participant who may become overheated during a training exercise. This will also allow for a storage environment with greatly reduced humidity levels which will safeguard our equipment and range supplies.

The total net increase to the project to date would be \$32,291.00 for a total revised contract amount of \$1,509,645.00. The contractor is **not** requesting any additional time for Change Order No. 1. The final completion date for the shooting range project remains to be January 31, 2020.

FUNDING:

Project # CNE009
Account # 317-1010-519-63-97
607-3200-521-63-97



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



MEMORANDUM

RECOMMENDATION:

The Police Department recommends the approval of Change Order No. 1 to the police shooting range project in an amount not to exceed \$32,291.00 with no contract extension time needed.

ATTACHMENTS:

Carr & Collier Change Order proposal with engineering drawings and scope of work. Carr & Collier Change Order proposal for building insulation with scope of work. Original EJCDC contract, original purchase order and change order request form.

CHANGE ORDER NO. 1
To the EJCDC Agreement dated June 25, 2019
CARR & COLLIER, INC. Contractor

Project: ITB 19-01 Police Shooting Range Facility (CNE009)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,477,354	Original Contract Times: Substantial Completion: 180 days (December 31, 2014) Final Completion: 210 days (January 31, 2020)
Net changes from previous Change Order: No. n/a: \$0	Changes in contract time from previous Change Orders: No. n/a: 0 days
Contract Price prior to this Change Order: \$1,477,354	Contract Completion Date prior to this Change Order: No. n/a: January 31, 2020
Net Increase (decrease) of this Change Order: No. 1 \$32,291	Changes in contract time requested this Change Order: No. 1: 0 days
Contract Price with all approved Change Orders: \$1,509,645	Contract Times with all approved Change Orders: Final Completion: January 31, 2020

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on June 25, 2019.
- II. REQUIRED: This Change Order is to provide for a change in the scope of work to the EJCDC agreement dated June 25, 2019 between the City of Port Orange and Carr & Collier Inc. for the construction of the Police Shooting Range. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budgeted amount for this project. This change order request will not require any additional funds which have not already been allocated for this project.

This Change Order is being requested to provide a shade cover over the 50-yard line of the range site. This shade cover will also incorporate electrical outlets and under roof lighting at the 50-yard line. This addition is requested to provide training participants with cover from the elements and a place to put gear out of the elements as well. The under-roof lighting will be essential for safety when training times run into the evening hours or begin before sunrise in the morning hours.

The insulation in the storage buildings will be critical for two reasons. The first being this will allow for the installed window A/C unit to operate more efficiently. This will also provide a much cooler environment for any training participant who may become overheated during a training exercise. This will also allow for a storage environment with greatly reduced humidity levels which will safeguard our equipment and range supplies.

The total net increase to the project to date would be \$32,291 for a total revised contract amount of \$1,509,645. The contractor is not requesting additional time for Change Order No. 1. The final completion date for the shooting range project remains to be January 31, 2020.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed \$32,291, for a revised agreement amount not to exceed \$1,509,645. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
SGT. JEFF WENZEL
Department Project Manager

ACCEPTED BY:
CARR & COLLIER, INC.
Contractor

By: _____
Sgt. Jeff Wenzel

By: _____
Reynolds C. Holiman, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:
Brian W. Simms, P.E.
Engineer of Record

By: _____

By: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Thomas R. Grimaldi, Chief of Police

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (B7I) Approval of Contract Renewal with Spectrum Enterprise for Internet and Phone Services through 2021

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the contract renewal with Spectrum Enterprise subject to city attorney and city manager review and approval of final contract.

SUMMARY: Spectrum Enterprise provides the city with 1 gigabit synchronous dedicated fiber optic internet access as well as SIP trunking technology to provide dial-tone to the city's voice-over-IP phones.

The City released an RFP in 2016 for internet and voice-over-IP service. 2 proposals were received. The selection committee selected Spectrum Enterprise (then Bright House Networks). The term of the contract was for 3 years with an expiration date of September 30th, 2019 and an option to renew for an additional 2 years at the discretion of the City.

Staff has been pleased with the service we have received over the last 3 years from Spectrum. Our internet access is one of the fastest in Volusia County. The service is reliable and consistent, rarely does it go offline. In fact, our internet and phone service maintained 100% reliability through Hurricanes Matthew and Irma. Also, the price for internet has dropped since we originally entered into the contract and can now be renewed at the lower price.

Staff recommends renewing our contract with Spectrum Enterprise for an additional 2 years with an expiration of September 30th, 2021.

Project No.: N/A Funding Account No.: 501-0700-519.41-00

Presenter:

ATTACHMENTS:

1.	Bright House Networks Executed Contract 2016 - 2019	Bright House Networks Executed Contract 2016 - 2019.pdf
2.	PORT ORANGE - 1000 City Center Cir - Renewal	PORT ORANGE - 1000 City Center Cir - Renewal.docx

3.	Spectrum Terms and Conditions	Spectrum Terms and Conditions.pdf
----	-------------------------------	-----------------------------------

James Hicks	Created/Initiated - 8/28/2019
Jamie Miller	Approved - 8/30/2019
Scott Neils	Approved - 8/30/2019
Margaret Roberts	Approved - 9/10/2019
Jake Johansson	Approved - 9/11/2019
Robin Fenwick	Final Approval - 9/12/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of June, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BRIGHT HOUSE NETWORKS, LLC**, a Delaware limited liability corporation registered to transact business in Florida, whose principal address is 5823 Widewaters Parkway, East Syracuse, New York 13057 ("Contractor" or "BHN"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services.

- (a) The Contractor hereby agrees to provide the City of Port Orange with all necessary connections and equipment in order to deliver enterprise grade internet connectivity and telephony access at the point of presence (POP) at Port Orange City Hall, located at 1000 City Center Circle, as more specifically described in City of Port Orange Request for Proposal Number 16-13, Bright House Networks Enterprise Solutions Proposal dated April 14, 2016, together with Attachments "B", "C" and "I" (attached hereto collectively as "Exhibit 1"), and the Service Order attached hereto as Exhibit "2", and such Exhibit "1" and Exhibit "2" are expressly made a part of this Contract as though fully set forth herein.

- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue until September 30, 2019 (the "Initial Term").

Renewals: This Contract may be renewed for an additional two (2) years at the discretion of the City.

Manner and Place: As outlined in Exhibit "1" in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion

2. **City Obligations.** In return for the services identified above, the City agrees to compensate the Contractor as set forth in Exhibit "2" subject to a limit up to but not to exceed Seventy-Seven Thousand Eighty-Eight and 00/100 Dollars (\$77,088.00) for each fiscal year, with up to an additional two (2) years renewal at the discretion of the City, plus applicable state and federal fees and surcharges. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
3. **Liens.** Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.
4. **Contract Administration.** The Information Technology Manager, James Hicks, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
5. **Termination for Convenience of the City.**
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City, upon sixty (60) days prior written notice to Contractor.
- (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, including those mentioned in subsection (d) below, 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 for any amounts payable to Contractor for construction or installation charges up to \$20,600.34, or any monthly recurring charges, 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. Notwithstanding the foregoing, once the initial term has been successfully completed and all recurring monthly payments due have been made, the City shall no longer be obligated to reimburse Contractor for construction or installation charges for any reason including but not limited to early termination for convenience, default, or non-appropriation.
- (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.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor may include similar provisions in any subcontract, and may specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, except as otherwise provided in paragraph 5.(c)(i-v.) above, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein, if such failure continues for a period of thirty (30) days following notice from the other party specifying the default.

8. Examination of Records.

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination, including any amounts payable to Contractor for construction or installation charges or monthly recurring charges up to \$20,600.34. Notwithstanding the foregoing, once the initial term has been successfully completed and all recurring monthly payments due have been made, the City shall no longer be obligated to reimburse Contractor for construction or installation charges for any reason including early termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

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. "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	

12. Assignability of Contract. Contractor will not assign this Contract without the prior written consent of City, except that upon thirty (30) days' prior written notice to City, Contractor may assign this Contract without such consent (i) pursuant to any merger, acquisition, consolidation, sale or other transfer of all or substantially all of the assets or business of Contractor or (ii) to any affiliate of Contractor; provided that any such assignee agrees in writing to assume all obligations of Contractor under this Contract. For the purposes of this paragraph, an "affiliate" of a party means any entity which, as of the effective date of the assignment, controls, is controlled by, or is under common control with the party, where "control" of an entity means ownership of fifty percent (50%) or greater of the equity of that entity or the ability to direct the

management of that entity. Any purported assignment of this Contract in violation of this Section is void. This Contract binds and benefits the parties and their respective successors and assigns.

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; provided that (a) Contractor shall not be required to perform any extra work for which the City does not agree to pay all amounts reasonably required by Contractor and (b) any decrease in the quantity of work shall not reduce any amounts payable to Contractor for costs already incurred by Contractor. 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 that constitute 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 CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. Additional provisions as may have been outlined in Request for Proposal Number 16-13, written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work are hereby incorporated in this Contract.

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 Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: Bright House Networks, LLC
Attention: Brad Freathy, Vice President, Enterprise Sales & Solutions Engineering
4145 S. Falkenburg Road

Riverview, FL 33578
(813) 684-6100

Copy to: Bright House Networks, LLC
Attention: Lisa Bryant, Account Executive
65 South Keller Road
Orlando, Florida 32810
(386) 589-9663 – Mobile
Lisa.Bryant@mybrighthouse.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.

26. Contract Construction.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

27. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]
Printed Name: CEZIL MURPHY

[Signature]
Printed Name: Richard STANAN

BRIGHT HOUSE NETWORKS, LLC

By: [Signature]
Brad Freathy, Vice President, Enterprise Sales & Solutions Engineering for Bright House Networks, LLC

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: 3 June 2016

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June, 2016, by Brad Freathy, as Vice President, Enterprise Sales & Solutions Engineering for Bright House Networks, LLC, a Delaware limited liability corporation registered to transact business in Florida, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



Madeline Almonte
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

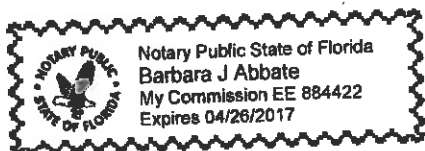
By: Allen Green
Allen Green, Mayor

Frances Gosnell
Printed Name: Frances Gosnell

Date: June 7, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of June, 2016, 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.



Witnesses:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

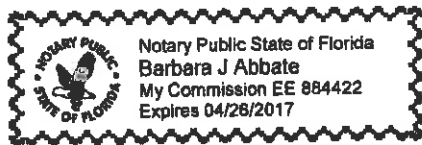
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gosnell
Printed Name: Frances Gosnell

Date: June 7, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of June, 2016, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5201]

Exhibit 1

Add Initial Budgetary Proposal

Add Final Proposal for City of Port Orange



Initial Budgetary Proposal: Dedicated Fiber Internet Access, SIP, and High Speed Data

Prepared For: City of Port Orange

Prepared By: Lisa T. Bryant

Date: 4/14/2016

Solution Includes:

• <u>PORT ORANGE CITY HALL / 1000 City Center Cir</u>		
○ 1000Mbps Dedicated Internet Access	\$5,000	per month
▪ 128 IP Addresses	\$49	per month
○ 48 SIP Sessions	\$550	per month
▪ Includes: 500TNs, 5,000 Domestic LD Minutes		
○ 5,000 Domestic Long Distance Minute Plan	\$125	per month
• <u>PORT ORANGE FIRE STATION #72 / 6027 Central Park Blvd</u>		
○ High Speed Data 100x10	\$135	per month
○ (1) Static IP	\$15	per month
• <u>PORT ORANGE FIRE STATION #75 / 1701 Town West Blvd</u>		
○ High Speed Data 100x10	\$135	per month
○ (1) Static IP	\$15	per month
• <u>PORT ORANGE FIRE STATION #74 / 6701 Airport Rd</u>		
○ High Speed Data 100x10	\$135	per month
○ (1) Static IP	\$15	per month
• <u>PORT ORANGE PARKS MAINTENANCE FACILITY / 5839 Trailwood Dr</u>		
○ High Speed Data 100x10	\$135	per month
○ (1) Static IP	\$15	per month
• <u>PORT ORANGE CYPRESS HEAD CELL TOWER / 6272 S. Williamson Blvd</u>		
○ High Speed Data 50x5	\$85	per month
○ (1) Static IP	\$15	per month
TOTAL PER MONTH		\$6,424 per month

Considerations:

- 36 Month Term (with 2 year renewal option as specified in RFP No. 16-13).
- One-Time Installation Fee for Coax Based Services: \$300
- Assumes 90-120 days for construction/installation – this is a standard timeline.
- Fiber is backed by a Service Level Guarantee of a 1 Hour Response Time and a 4 Hour Mean Time to Repair.

Note: Agreement is contingent on Bright Acceptance of Quoted Rates and Term against Internal Financial Feasibility Model.

Bright House Networks Enterprise Solutions

Voice | Data | Cloud | Managed Services



FINAL

Proposal for:



City of Port Orange

Lisa Bryant

Account Executive

Bright House Networks Enterprise Solutions

65 S Keller Rd

Orlando, Florida 32810

Cell: 386-479-4074

Lisa.Bryant@mybrighthouse.com

Proposal Date: 4/14/2016

BRIGHT HOUSE NETWORKS
enterprise solutions



WE'RE WIRED DIFFERENTLY.

EXHIBIT "1"



Central Florida Division

City of Port Orange,

Thank you for the opportunity to assist you with your business services needs. As the local leader of advanced communications and networking services, we think globally, but invest locally in the long-term success of our clients and our community. We've built our leading edge all fiber network from the ground up to provide the connectivity, security, and reliability today's organizations demand.

The strength of our network, combined with a comprehensive portfolio of products and services, allows us to design and deliver highly customized, scalable, and technologically advanced Enterprise Solutions. Most importantly, we don't force a one-size-fits-all product; we work closely with our clients to deliver an integrated solution that meets your organization's specific needs.

All of our innovative solutions are delivered over our privately owned and operated all fiber network and backed by a world-class team of dedicated account representatives, management, engineers, and technicians who are locally based to provide full-time support 24/7/365. The result is superior performance you can always rely on.

Please take a few moments to review this product overview and proposal, and let me know if you have any questions. I'm looking forward to working with you and your business.

Sincerely,

Lisa Bryant
Enterprise Account Executive

EXHIBIT "1"



Overview

Bright House Networks Enterprise Solutions is a trusted provider of advanced communications and networking services with an extensive, privately owned, all fiber network in the markets we serve. A leading provider in Florida, we also have footprints in Bakersfield, CA; Birmingham, AL; Indianapolis, IN, and Detroit, MI. Our comprehensive product portfolio of Voice, Data, Cloud, and Managed Services combines the strength of our reliable all fiber network and the versatility of our multi-faceted, cloud-based features and services. Our industry-leading products and locally based, dedicated team of management, engineers, and technicians can support the needs of medium businesses to large scale, multi-site organizations.

We believe that in order to truly deliver advanced networking solutions that are reliable, customized, and innovative, we need a strong personal relationship with every business we serve. We don't force a one-size-fits-all, cookie-cutter product that fails to take the client's needs into account. Instead, we listen to our client's requirements and deliver a customized solution that's developed, designed, and supported by a world-class technology team. We learn our client's business to fully understand their needs and goals, and we work closely with them to exceed those goals.

Our success is based on a premise: to think differently about our clients.

- **We view them differently.** We know our clients. They have a face and a name. We see them as true partners, not line items.
- **We deliver solutions differently.** We innovate from a client-centric point of view, not a company-defined product line-up. Our products and services are delivered with real-time guaranteed service levels (SLAs).
- **We build client relationships differently.** We base them on strong local connections and superior customer service, including a local account team and executive management support that eliminates bureaucracy and accelerates problem solving.
- **We're focused differently.** We own and operate our network end-to-end to invest in the long-term success of each client, and our community, with superior network performance they can always count on.

Simply put – We're Wired Differently.



Hosted Voice

Hosted Voice from Bright House Networks Enterprise Solutions is a fully managed cloud-based solution that offers advanced unified communications customized to fit your organization's specific needs. It's a fully scalable solution that improves productivity and provides a flexible, cost-effective pay-as-you-go feature to fit any budget. Hosted Voice provides seamless connection to the office from anywhere, maximizing the productivity of your mobile and remote employees.

Hosted Voice is reliable and responsive. Our fully redundant facilities-based IP core infrastructure ensures availability and quality of service. Features such as voice mail and automated attendant are located in the cloud, which means there is no loss of service due to inclement weather or local loss of power, ensuring business continuity. As technology advances, features are seamlessly integrated in the Enterprise Solutions cloud and automatically upgraded, eliminating costly and difficult upgrades that organizations face when managing a premise-based voice platform.

Hosted Call Center

Hosted Call Center is a cloud-based call center solution to fit multiple needs and functions ranging from an informal to highly complex call center environment. It supports call center functions to intelligently route calls with cloud-based inbound call center features such as customizable Call Center Agent Feature Packs, advanced call control, supervisor monitoring features, robust call center reporting, and real-time tracking.

Whether you have a simple, informal call center environment or operate a complex high-volume call center, Enterprise Solutions will scale the solution to your organization's needs. From automatically routing calls anywhere with a simple call distribution and queuing scenario to advanced routing and call management options, our fully managed solution includes all the equipment, software, and service, without burdensome startup costs.

Enterprise Trunking

Enterprise Trunking from Bright House Networks Enterprise Solutions is a smart choice for an organization with a substantial investment in an existing private branch exchange (PBX) or key system. Enterprise Trunking is a cost-effective way to upgrade and expand your premise-based voice system using dedicated fiber-based connectivity.

Enterprise Trunking seamlessly integrates your organization's data, local, and long distance calling over a dedicated and secure all fiber connection. It can be customized to the specifications of your organization to ensure interoperability with any premise-based phone system, and can be scaled up quickly as your company's needs expand.

Dedicated Internet Access

Bright House Networks Enterprise Solutions provides reliable Dedicated Internet Access that can support large bandwidth requirements by providing a dedicated all fiber connection between your company and the Internet. Our solutions are scalable, so it's simple to adjust bandwidth as your company expands and requirements change.

Dedicated Internet Access easily integrates with our portfolio of enterprise products and services to provide your organization with a cost-effective, seamless solution utilizing the latest in advanced technologies. We provide exceptional connectivity with our fully redundant facilities-based IP core infrastructure to support the complex operations of large organizations.

Metro Ethernet

Metro Ethernet is a private and secure Wide Area Network (WAN) solution that connects across multiple sites. Bright House Networks Enterprise Solutions delivers Metro Ethernet services that provide flexible, seamless point-to-point and multipoint-to-multipoint connectivity that can be customized to cost-effectively meet your organization's growing bandwidth demands. Delivering wide area connectivity with symmetrical upload and download speeds up to 10 Gbps, Metro Ethernet allows your organization to securely extend its reach and connect multiple locations via dedicated all fiber access.

Our all fiber Metro Ethernet services can be easily deployed in multiple configurations based on your organization's specific requirements. We optimize existing resources by working in conjunction with your current LAN infrastructure and IT staff to support and connect all your locations to streamline operations and enhance employee productivity. Metro area connectivity needs differ from organization to organization, so we don't force a one-size-fits-all service. We'll customize a Metro Ethernet solution to fit your exact specifications, now and for the future.

Unified Communications

Unified Communications (UC) from Bright House Networks Enterprise Solutions allows organizations to take full advantage of today's borderless work environment, both within the office and outside of it, by increasing productivity, improving reachability, and enhancing efficiency.

UC works with our Hosted Voice solution adding significant enhancements including instant messaging and presence, desktop sharing, video calling, and web collaboration. Cloud-powered and fully managed, it provides a seamless communications experience across fixed and mobile platforms -- your desk phone, desktop, Apple and Android devices, or laptop.



Managed Security

Managed Security from Bright House Networks Enterprise Solutions provides a comprehensive selection of Managed Internet Security and Managed Email Security services to protect your network, applications, and email from the growing threat of security breaches and attacks with leading edge firewall protection and advanced network defense systems to inbound and outbound email.

Enterprise Solutions will design and proactively manage a customized solution to help you keep pace with emerging security threats. We partner with industry leader Cisco for customized email security solutions and enterprise class firewall and router equipment that scale to meet your needs.

Managed Network

Eliminate costly and unexpected capital expenses by converting to an affordable monthly operating expense with our Managed Network services. Managed Wide Area Network (WAN) and Managed Local Area Network (LAN) from Bright House Networks Enterprise Solutions can help your organization stay competitive and improve profitability. We provide new Cisco equipment with ongoing warranty support, software patch updates, maintenance, repair, and replacement, saving your organization the cost of network upkeep.

Equipment monitoring is performed 24/7/365, maximizing your company's network availability, performance, and efficiency. Our upfront network design and installation ensures the best technology solution for your organization's network needs.

Managed WiFi

Keep your workforce, customers, and business partners connected 24/7/365 with Managed WiFi from Bright House Networks Enterprise Solutions. Managed WiFi includes the installation, implementation, and ongoing management of your organization's own private and secure WiFi network. It's designed to align with your specific security requirements and includes the installation of multiple WiFi access points to ensure superior and reliable signal quality.

Managed WiFi will support your growing access needs, while providing consistent, secure wireless connectivity. Our solutions are backed by strong service level guarantees over our privately owned all fiber network. Our core fiber backbone is supported by 24/7/365 monitoring.

The diagram illustrates a network configuration for Bright House Networks. On the left, a box labeled "Post Office City Hall" contains a "Customer LAN" cloud. This LAN is connected to a "BHN Core" network via a "BHN Core" router. The "BHN Core" network is represented by a large oval containing two servers: "BHN Mail Server" and "BHN Voice Server". The "BHN Core" network is also connected to two external networks: "Internet" and "PSTN".

###

SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

RFP FOR INTERNET ACCESS AND TELEPHONY SERVICE

INTRODUCTION & BACKGROUND

The City of Port Orange is requesting proposals from qualified service providers for enterprise grade internet access and telephony service. The intent of this RFP is to enter into a contract or contracts for Internet Access and Telephony Service for a three (3) year term with an option to renew for an additional two (2) years beginning September 1st, 2016.

The City of Port Orange is currently connected to the internet via Level3 Communications at the synchronous rated bandwidth of 40Mbps with a Class C IP address range of 66.193.239.1 through 66.193.239.254.

Telephony service is currently provided by the means of two (2) primary rate interfaces delivering up to 46 concurrent calls with a block of 500 direct inward dials in the 386-506-5500 through 386-506-5999 range. The City of Port Orange is aiming to eliminate the usage of primary rate interfaces in favor of the more modern session initiation protocol, with the possibility of a primary rate interface as a failover mechanism.

SPECIFICATIONS

Qualified service providers will be required to provide all necessary connections and equipment in order to deliver enterprise grade internet connectivity and telephony access at the point of presence (POP) at Port Orange City Hall, located at 1000 City Center Circle, Port Orange, FL.

INTERNET ACCESS

- Minimum synchronous bandwidth of 200Mbps, scalable up to 1Gbps using existing leased circuits/networks or using circuits/networks bundled as part of the solution.
- Minimum of 128 contiguous (256 preferred) static IP addresses reserved exclusively for the use of the City of Port Orange.
- Internet Access delivered to point of presence (POP) at Port Orange City Hall.
- All equipment to include connections, routers, media converters, battery backups, etc.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 hours per day, 365 days per year.

TELEPHONY SERVICE

- Session Initiation Protocol (SIP) Trunk with minimum 50 concurrent calls, scalable up to 100 concurrent calls.
- Local number portability for continued use of current direct inward dial (DID) block of 386-506-5500 through 386-506-5999.
- Trunk shall provide local, long distance, and international calling with the option for bundled usage packages and/or pricing per minute.
- Trunk shall provide E911 calling with PS/ALI service.
- Trunk should be engineered for voice quality of service.

- Compatibility and interface with Cisco Unified Communications Manager call control platform.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 per day, 365 days per year.

TERM

The term of this contract shall be for three (3) years with an option to renew for an additional two (2) years at the discretion of the City of Port Orange.

Attachment B

Business Phone Service, SMB Hosted Voice Service, Enterprise Hosted Voice Service, Hosted Voice for Hospitality, Trunks & Data Service/Business Trunking Service and Enterprise Trunking Service (collectively, "Voice Services")

Business Phone Service: If City selects to receive Business Phone Service delivered over coaxial cable, City will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

SMB Hosted Voice Service: If City selects to receive Hosted Voice Service delivered over coaxial cable, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Enterprise Hosted Voice Service: If City selects to receive Hosted Voice Service delivered over fiber, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Hosted Voice for Hospitality Service: If City selects to receive Hosted Voice for Hospitality Service, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Enterprise Hosted Voice for Hospitality Service is delivered to City over BHN-provided fiber or BHN-provided coaxial cable. Hosted Voice for Hospitality City may receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Non-SMB Hosted Voice Service: Enterprise Hosted Voice Service and Hosted Voice for Hospitality Service.

Unified Communications Service: If City selects to receive Unified Communications features that are added onto an SMB Hosted Voice Service or Non-SMB Hosted Voice Service, BHN shall provide a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service.

Trunks & Data Service/Business Trunking Service: If City selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

Enterprise Trunking Service: If City selects to receive Enterprise Trunking Service, BHN shall provide Business Trunking Service over fiber delivered via PRI T1, CAS T1, analog trunks or SIP trunks.

City's use of the Voice Services is subject to the following additional terms and conditions:

For all Voice Services:

B1 The location and address associated with the Voice Service will be the address identified on the Service Order. City is not permitted to move BHN Equipment from the location and address in which it has been installed. If City moves BHN Equipment such as a voice-enabled cable modem or voice-enabled router to an address different than that identified on the Service Order, calls from such modem to 911 will appear to 911 emergency service operators

to be coming from the address identified on the Service Order and not the new address. City consents to BHN's disclosure of City's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom City calls so that calls may be completed.

B2 City acknowledges that it may take up to seventy-two hours to fully provision the E911 services, and if City makes a 911 call during this interval, City may be required to give its physical address and location information to the 911 emergency dispatcher.

B3 City agrees that BHN will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to City-provided equipment, facilities or services. City acknowledges that BHN does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or City-provided equipment, facilities and services, and that City must contact (at City's sole expense) any applicable alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of City-provided equipment, facilities and systems with the Voice Service.

B4 City agrees to provide BHN and its authorized agents with access to City's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. City hereby authorizes BHN to make any requests from City's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that BHN has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

B5 City acknowledges that the existing telephone wiring inside City's and/or any End User's facility (as applicable) may not support both the Voice Service and digital subscriber line (DSL) service or other services provided by other service providers. Therefore, if City intends to obtain service from other providers in addition to Voice Service, City must maintain separate wiring, not provided by BHN, specifically for use with such other services provided by other service providers and must ensure that any existing DSL service or other service is properly disconnected from all wiring to be used for Voice Service prior to installation of Voice Service on City's existing wiring.

B6 Information relating to City calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by City, and information contained in City's bills (collectively, "City Proprietary Network Information" or "CPNI"), that is obtained by BHN pursuant to its provision of the Voice Service will be protected by BHN as described herein, in BHN's Customer Privacy Notice and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) City's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

B7 BHN may use and disclose CPNI when required by applicable law. BHN may use CPNI and share CPNI with its partners and contractors without City consent: (i) to provide services and bills to City; (ii) pursuant to applicable law; (iii) to protect the interests of BHN, City and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of BHN's network systems; and (v) to market additional BHN services to City that are of the same category as the services that City purchases from BHN. BHN will obtain City's consent before using CPNI to market to City BHN services that are not within the categories of services that City purchases from BHN. City agrees that, except as provided in Section 14.0 of the Terms and

Conditions and applicable law, BHN will not be liable for any losses or damages arising as a result of disclosure of CPNI.

B8 City may obtain from BHN Calling Details showing City's outbound calls made within a trailing 90-day period. City may access this information by logging in through City's secure account information page on BHN's web portal or by requesting such information in writing or by telephone call to BHN. If City has not been assigned a designated account representative, BHN will respond to City requests for City Calling Details only in compliance with BHN's then-current authentication requirements and applicable law. Such authentication requirements may require City to obtain a secure password, which may be required for both online and telephone requests for Calling Details. BHN will provide the requested Calling Details by sending a printout or CD containing the requested information to City's account address of record or by making the document or information available to City or City's employee at a BHN retail location upon presentation of a valid government-issued photo ID by City. BHN will notify City of any requests to change account passwords, activate online account access and change City's account address of record. BHN may provide such notice by voicemail, by e-mail or by regular mail to City's prior account address of record.

B9 In the event that a material error or omission in City's directory listing information, regardless of form, is caused by BHN, City's sole and exclusive remedy shall be a partial service credit in an amount set by BHN's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, BHN shall have no other liability for any error or omission in any directory listing information.

B10 City represents and warrants that all Voice Services purchased hereunder are for retail purposes only. BHN does not support City's resale of Voice Services to any other end user, including but not limited to, providing individual end user support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings. Furthermore, City agrees that all Voice Services purchased hereunder will be subject to taxes, fees, and assessments based on City's use of the Voice Services as a retail end user.

For Business Phone Service:

B11 BHN's obligation is to provide Voice Service to the customer accessible interface device or equipment installed by BHN at the BHN network demarcation point on City's premises. City is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of City-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B12 City acknowledges that the voice-enabled cable modem used to provide Business Phone Service is electrically powered and that the Business Phone Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a BHN network service interruption. City also acknowledges that, in the event of a power outage at City or any End User's facility, any back-up power supply provided with a BHN-provided voice-enabled cable modem may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Business Phone Service will be available in all circumstances. City shall notify BHN when any battery or back-up power supply included with the BHN-provided voice-enabled cable modem is not functioning properly. City also acknowledges that, in the event of a loss of power that disrupts the local BHN network, the battery or back-up power supply included with the BHN-provided voice-enabled cable modem will not provide back-up service and the Business Phone Service will not be available.

B13 City shall not use Business Phone Service to connect to PBX, automatic-dialers, or use the service in conjunction with high volume calling such as telemarketing or surveying. BHN has the right to limit the Business Phone Service to reasonable quantities of minutes and messages used or consumed by City to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

For Trunks & Data Service/Business Trunking Service:

B14 BHN's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by BHN at the BHN network demarcation point on City's premises. City is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of City-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B15 If City uses a PBX or similar device in connection with the Trunks & Data Service/Business Trunking Service, City is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. A termination unit with an integrated access device or SIP terminating device (collectively referred to as "Trunk Equipment") will be provided and installed by BHN at no charge to City. City is responsible for battery backup for the Trunk Equipment. In the event of a power outage, the duration of Service during a power outage using the Trunk Equipment will depend on City's battery backup choice. If the Trunk Equipment that supplies the Trunks & Data Service/Business Trunking Service is disconnected or removed and/or the battery is not charged, the Trunks & Data Service/Business Trunking Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.

B16 The Trunks & Data Service/Business Trunking Service does not support the use of auto dialers. Additionally, BHN has the right to limit the Trunks & Data Service/Business Trunking Service to reasonable quantities of minutes and messages used or consumed by City based on any committed minutes on the Service Order to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this condition could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

B17 BHN provides the Trunks & Data Service/Business Trunking Service to the point of network demarcation (network interface device) and is not responsible for City wiring or City premise equipment such as a PBX. City agrees to ensure that City's PBX is adequately secured from unauthorized access.

B18 If City would like for individual phone numbers to have different locations for E911 purposes, City must provide telephone number location information to BHN in writing; provided that the different locations are located within the same rate or wire center.

For SMB Hosted Voice and Non-SMB Hosted Voice:

B19 City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B20 City is responsible for battery backup for the equipment. In the event of a power outage, the duration of Service during a power outage using the equipment will depend on City's battery backup choice. If the equipment that supplies the Service is disconnected or removed and/or the battery is not charged, the Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.

B21 BHN may use any tools it reasonably deems necessary or advisable to support the service, including remote access to the equipment.

B22 City must not add to or change any equipment provided for service without written authorization from BHN.

B23 BHN has the right to limit Hosted Voice to reasonable quantities of minutes and messages used or consumed by City to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

B24 During the Term and for six (6) months thereafter (collectively, the "Non-Solicitation Period"), City shall not directly or indirectly solicit, induce away, hire, engage as a contractor or recommend for employment by any third party any Covered Resource (as defined below). If City breaches the foregoing provision, then City shall pay to BHN an amount equal to the applicable Covered Resource's annual monetary compensation by BHN for the prior calendar year, inclusive of any bonus or other monetary benefits. "Covered Resource" means any then-current or then-former employee of BHN or of any affiliate of BHN (with Advance/Newhouse Partnership deemed an affiliate of BHN for such purpose), to the extent such person is or was directly involved in the performance of this Contract.

B25 If Services are to be performed on City owned phones, City shall specifically designate each phone for which it wishes BHN to provide the applicable Services, such as by providing model number, serial number, product ID, and/or MAC address. BHN will not support phones that have not been designated by City.

For Unified Communications Services:

B26 Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of BHN.

B27 Unified Communications Services are nonexclusive and nontransferable, and City shall prohibit use of the Unified Communications Services by any third party other than the City for such City's internal business purposes.

B28 Use of the Unified Communications Services by City does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from BHN or its third party vendors involved in delivering the Unified Communications Services to City.

B29 THIRD PARTY VENDORS USED BY BHN IN DELIVERING THE UNIFIED COMMUNICATIONS SERVICES TO CITY DO NOT PROVIDE ANY WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, TO CITY FOR ANY AND ALL DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM THE USE OF THE UNIFIED COMMUNICATIONS SERVICES.

B30 City shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Contract; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by BHN to City; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the City; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

B31 If City breaches any terms of this Contract as they relate to the Unified Communications Services, BHN or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.

B32 BHN and any third party service provider BHN uses to provide Unified Communications Services may use City data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of City's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with BHN or City, and (b) administer and/or perform this Contract, any Service Order, and/or any agreement between BHN and such third party service provider. BHN and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of BHN's or such service provider's employees, customers or the public.

Attachment C

Business Internet Service, Dedicated Internet Access Service and Trunks & Data Service/Business Trunking Service and Wireless Backup (collectively, "Internet Services")

Business Internet Service: If City selects to receive Business Internet Service, BHN shall provide Internet access to the City site(s) set forth in the Service Order. City shall be permitted to connect any number of computers within City's identified sites to the Business Internet Service, provided that use does not exceed the standard bandwidth provided by BHN.

Dedicated Internet Access ("DIA") Service: If City selects to receive DIA Service, BHN shall provide City with a dedicated, scalable service over fiber using a packet-based infrastructure with Internet access between City's data network identified in the applicable Service Order and the BHN facility identified in the applicable Service Order. DIA bandwidth requirements will be set forth in the applicable Service Order.

Trunks & Data Service/Business Trunking Service: If City selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

Wireless Backup: If Customer selects to receive Wireless Backup, BHN shall provide a cellular enabled modem to provide cellular data connectivity if there is a loss of connectivity to BHN's network.

City's use of the Internet Services is subject to the following additional terms and conditions:

C1 City shall not upload, post, transmit or otherwise make available on or via the Internet Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BHN may remove or demand removal of content that in its judgment violates these standards.

C2 BHN shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor City's bandwidth utilization and to limit excessive use of bandwidth (as determined by BHN) as BHN deems appropriate to efficiently manage its network. In the event that any BHN audit reveals that City's usage of a Service exceeds City's rights hereunder, BHN shall have the right, upon notice to City, to move City to a higher tier of Service (which may result in higher monthly charges) or impose other charges. In addition, City shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

C3 BHN shall have the right, but not the obligation, to: (i) review public content associated with the Internet Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Contract and any rules now or hereafter established by BHN; and (ii) remove (or demand the removal of) any such content that BHN determines to be unacceptable or to violate the terms of the Contract, any bandwidth utilization limitations or other Terms of Use.

C4 EHN shall allow City employees to use (however in no event shall BHN be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Business Internet Service, as applicable, provided that BHN shall have the right to disconnect (or demand the immediate disconnection of) any such Business Internet Services, that degrades any service provided to other subscribers on the BHN network.

For Business Internet Service and Trunks & Data Service/Business Trunking Service:

C5 Each tier or level of Services has limits on the maximum throughput rate at which City may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by City at any time will vary based on numerous factors, including without limitation, the condition of City's inside wiring, computer configurations, third-party Internet and BHN network congestion, time of day and the accessed website servers, among other factors.

For Dedicated Internet Access Service:

C6 OMITTED

For Wireless Backup:

C7 City will only use Wireless Backup in the event of a network failure of the primary network connection supplied by BHN. If BHN determines that City is using the service for other purposes or circumstances, BHN may disconnect the Service at its sole discretion.

Attachment I
Service Level Agreement

If City receives Enterprise Trunking Service (Attachment B), Dedicated Internet Access Service (Attachment C), Metro Ethernet Service (Attachment D), and Enterprise Hosted Voice Service (Attachment L) with BHN Fiber Access:

Service levels:

I1 Network Availability. The BHN Backbone Network shall be available 99.95% of the time. The BHN Backbone Network shall mean core routers and transmission equipment in BHN facilities. Network availability is calculated as follows:

$$\frac{(\text{Total number of minutes in the applicable calendar month}) - (\text{Total Outage minutes for the applicable calendar month})}{\text{Total number of minutes in the applicable calendar month}}$$

If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the monthly recurring charge ("MRC") for each full hour that the Service is unavailable.

I2 Mean Time to Restore. Mean Time to Restore is the monthly average time over any calendar month it takes for BHN to resolve an Outage. Mean Time to Restore is calculated as follows:

$$\text{Mean Time to Restore} = \text{Total outage minutes} / \text{Total outage occurrences}$$

BHN will restore service at a City Site affected by an Outage, on average, within four (4) hours after a trouble ticket is opened. If BHN does not meet this service level, City will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected City Site.

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC is informed by City and verifies that City does not have the ability to transmit or receive packets by means of the Service(s), and "Total Outage Minutes" shall be deemed to be the length of time during which the Service(s) is unavailable to City, as reflected on such trouble tickets. Service is considered restored when service has been restored when the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

The foregoing service levels (including for latency and packet loss, as defined below) shall only apply to the throughput rates as set forth on City's Service Order.

Limitations on service levels. Each of these service levels is subject to the following performance and measurement limitations: (1) City must contact BHN Customer Care at (866) 477-1386 to open a ticket and to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected Service and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

- ia. Outages planned by BHN to carry out emergency maintenance with as much notice as possible given.
- ib. Outages planned by City for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with City.

- ic. Outages due to the non-release of the affected service element by City to BHN for the purpose of fault verification and/or restoration of availability.
- id. Outages due to the malfunction of City equipment and wiring beyond the service demarcation point including LAN and voice equipment and outages due to or extended as a result of denial of access to any site.
- ie. Outages due to changes made to services at City's request where BHN has informed City about the Outage in advance and in writing.
- if. Outages due to City requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
- ig. Outages due to defined Force Majeure events as provided for in this Contract.
- ih. Outages caused by delinquent payment.
- ii. Outages resulting from failures of access circuits or Outages caused by City provided access facilities.

For Dedicated Internet Access (Attachment C) and Metro Ethernet (Attachment D) Services, the following shall apply:

13 Latency. The BHN Backbone Network shall have an average roundtrip packet transit time within the BHN Backbone Network of no more than 25ms. (This average latency is measured as the average of 15 minute samples across the BHN Backbone Network as taken throughout a calendar month.) If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each full millisecond exceeding the 25ms average.

14 Packet Loss. The BHN Backbone Network shall have an average packet loss of less than one-half percent (0.5%) during any calendar month. Packet Loss is the difference between the number of packets transmitted by a device and the total number of packets received by the intended recipient. If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each percentage point above the one-half percent (0.5%) average maximum.

15 Burstable Service. If City selects to receive DIA or Metro Ethernet with burstable bandwidth above the committed bandwidth, BHN will deliver committed bandwidth with a bursting capability. When bursting over the committed bandwidth, the latency and packet loss service levels of this Attachment does not apply.

EXHIBIT 2

Service Order

BRIGHT HOUSE NETWORKS
enterprise solutions**ENTERPRISE SOLUTIONS SERVICE ORDER****BILLING INFORMATION**

Business Name		Master Account Number	
City of Port Orange, FL		5-334415-01	
Contact	Phone	Alternate	
Billing Address	City	State	Zip
1000 City Center Circle	Port Orange	FL	32129
Account Executive	Phone	Alt Phone	
Lisa Bryant			
Federal Tax ID	Tax Exempt Certificate	Tax Exempt Status	
000000000000		No	

CONTACT INFORMATION

Type	Name	Title	Primary TN	Alternate TN	Email
Authorized Agent	Michael Johansson	City Manager	386-506-5545		mjohansson@port-orange.org

ORDER INFORMATION

Order Type	
New	
Porting	Partial / Full
No	

Additional Order Comments

BRIGHT HOUSE NETWORKS
enterprise solutions

ENTERPRISE SOLUTIONS SERVICE ORDER
SERVICES, FEES, and TERMS by LOCATION
City of Port Orange, FL – Service Address: 1000 City Center Circle Port Orange, FL 32129 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Enterprise Trunking 5,000 Domestic Minutes Outbound LD	Add	1		\$125.00	\$125.00	36	0.028/minute overage
Enterprise Trunking 43 Trunks, 200 TNs	Add	1		\$550.00	\$550.00	36	Domestic LD minutes included: 2 year - 4,000; 3 year - 5,000; 5 year - 6,000
Enterprise Additional TFNs (MRC) Above the free 1 TFN per 8 Trunks	Add	300		\$0.00	\$0.00	36	
Dedicated Internet Access Ip Addresses (128)	Add	1		\$48.00	\$48.00	36	IP ADDRESSES (128)
Dedicated Internet Access 100Mbps	Add	1		\$5,000.00	\$5,000.00	36	

City of Port Orange - 6272 S Williamson Blvd – Service Address: 6272 S. Williamson Blvd Port Orange, FL 32128 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 50X5	Add	1	\$60.00	\$85.00	\$85.00	36	
Business Internet 1 Static IP Address	Add	1		\$15.00	\$15.00	36	

City of Port Orange - 6027 Central Park Blvd – Service Address: 6027 Central Park Blvd Port Orange, FL 32127 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	\$60.00	\$135.00	\$135.00	36	
Business Internet 1 Static IP Address	Add	1		\$15.00	\$15.00	36	

City of Port Orange - 5839 Trailwood Drive – Service Address: 5839 Trailwood Drive Port Orange, FL 32127 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	\$60.00	\$135.00	\$135.00	36	
Business Internet 1 Static IP Address	Add	1		\$15.00	\$15.00	36	

City of Port Orange - 1701 Town West Blvd – Service Address: 1701 Town West Blvd Port Orange, FL 32128 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	\$60.00	\$135.00	\$135.00	36	
Business Internet 1 Static IP Address	Add	1		\$15.00	\$15.00	36	

City of Port Orange - 6701 Airport Rd – Service Address: 6701 Airport Rd Port Orange, FL 32128 – Main BTN:

BRIGHT HOUSE NETWORKS
enterprise solutions



ENTERPRISE SOLUTIONS SERVICE ORDER

The services products, prices and terms identified on this Service Order constitute Bright House Networks Enterprise Solutions' offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Bright House Networks Enterprise Solutions reserves the right to rescind this offer at any time, at its sole discretion. Service Order terms and corresponding monthly billing will commence on actual service installation date.

I have received and agreed to the terms of Bright House Networks Business Solutions Services Master Agreement, as applicable and separately provided to me by BHN. Terms and conditions are available at <http://enterprise.brighthouse.com/about-us/our-policies/terms-and-conditions.html>. Business TV is delivered on a month to month basis and subject to increases.

For Voice Service Orders Only

By signing below, I choose Bright House Networks, LLC ("BHN") as my preferred provider for local, long distance and International long distance telephone service(s) for the above service address and the telephone number(s). I authorize BHN to serve as my agent to effectuate the change of my telephone service for each such service. I understand that only one preferred provider may be designated for each telephone service associated with the telephone number(s) listed above. I am at least 18 years of age and legally authorized to change telephone service providers for service providers for services associated with such telephone number(s).

E911 Notification - The Enterprise Solutions voice-enabled equipment is electrically powered and, in the event of a power outage or Bright House Networks Enterprise Solutions network failure, Enhanced 9-1-1 services may not be available. The Bright House Networks Enterprise Solutions Services Master Agreement prohibits moving the voice-enabled premise equipment to a new address. If you do so, Enhanced 9-1-1 services may not operate properly and emergency operators will be unable to accurately identify the caller's address in an emergency. If you would like to move your service you must call Bright House Networks.

After expiration of the original Service Period, except where prohibited by law, this Service Order shall renew automatically for successive renewal terms, each for a period of time equal to the original Service Period or such lesser period as required by law, unless either Party serves the other Party with written notice of non-renewal of this Service Order at least thirty (30) days prior to the expiration of the then-current original Service Period or renewal term, as applicable.

Authorized Signature for Bright House Networks, LLC

Paul Woelk, VP Finance & Business Operations

Printed Name and Title

Date Signed

Authorized Signature for City of Port
Orange, FL

Allen Green, Mayor
~~Michael Johansson, City Manager~~

Printed Name and Title

Date Signed



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Stephanie Roberts
Phone: 407-415-8083 ext:
Cell Phone:
Fax:
Email: stephanie.roberts@charter.com

Order # 11479798

Customer Information: Customer Code 0000		
Business Name	PORT ORANGE FIRE DEPT #73	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:		Account Number
4145 S Falkenburg Rd Riverview FL 33578		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact		
Authorized Contact Phone	Authorized Contact Email Address	
James Hicks	(386) 506-5500 jhicks@port-orange.org	
Technical Contact		
Technical Contact Phone	Technical Contact Email Address	

Voice Service Order Information 1000 CITY CENTER CIR RRBC PORT PORT ORANGE FL 32129		
Current LEC	LEC BTN	Porting Required

Trunk Service Order Information For 1000 CITY CENTER CIR RRBC PORT PORT ORANGE FL 32129

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Fiber Internet and Ethernet Service Order Information For 1000 CITY CENTER CIR RRBC PORT PORT ORANGE FL 32129

Site Name	Address Location	Location Type	Bandwidth
	1000 CITY CENTER CIR PORT ORANGE, FL 32129		

Current Services and Monthly charges At 1000 CITY CENTER CIR Unit RRBC PORT, PORT ORANGE FL 32129

Description	Quantity	Sales Price	Monthly Recurring Total
Basic	1	\$44.00	\$44.00
Lite Plus	1	\$74.95	\$74.95
BroadTVFee	1	\$11.99	\$11.99
Cable Modem	1	\$0.00	\$0.00
70Mbps X 5Mbps	1	\$252.95	\$252.95
Business Basic	1	\$84.95	\$84.95
Business Preferred	1	\$199.95	\$199.95
1 Static IP Address	2	\$5.00	\$9.99
1 Dynamic IP Address	1	\$0.00	\$0.00
5 Static IP Addresses	1	\$40.00	\$40.00
Digital Program Guide	1	\$0.00	\$0.00
Channel Tax for SIP Trnk	48	\$0.00	\$0.00
Digital Terminal Adapter	1	\$4.99	\$4.99
Business Standard w/Statc	1	\$139.95	\$139.95
Road Runner Virtual Offic	1	\$0.00	\$0.00
*Total			\$863.72

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1000 CITY CENTER CIR Unit RRBC PORT, PORT ORANGE FL 32129				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
10,000 Minutes	1	\$0.00	\$0.00	24 Months
Basic Toll Free	1	\$0.00	\$0.00	24 Months
DID Block 100 Numbers	2	\$0.00	\$0.00	24 Months
Enterprise Trunking 23	2	\$345.00	\$690.00	24 Months
Fiber Internet 1Gbps	1	\$2,200.00	\$2,200.00	24 Months
Up to 61 Static IP Addresses	1	\$100.00	\$100.00	24 Months
*Total			\$2,990.00	
*Prices do not include taxes and fees.				

Special Terms

Any additional domestic and international long distance calls exceeding the minutes of use package will be charged at the rates listed at www.enterprise.spectrum.com. Toll Free calls exceeding the minutes of use package will be charged at the toll free rate plan associated with the toll free number.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").
3. **ORDER TERM.** The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.
5. **SERVICE LOCATION ACCESS AND INSTALLATION.**
 - (a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.
 - (b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.
 - (c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

- (d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

- (a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.
- (b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.
- (c) Equipment Return, Retrieval, Repair, and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software").

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

- (a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.
- (b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

- (c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

- (e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.

Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

- (f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.
- (g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:
- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
 - ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. **ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. **SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

- (a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.
- (b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.
- (c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

- (d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.
- (e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.
- 11. PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.
- 12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.
- 13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.**
- (a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").
- (b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.
- (c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.
- (d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.
- (e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.
- (f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

- (a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.
- (b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

- 16. COMPLIANCE WITH LAWS.** As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.
- 17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.
- 18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.
- (a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- (b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

- (c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- (d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- (e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:
- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
 - ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
 - iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.
- (c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. **PRIVACY.** Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/resources/billing/general-billing/general/how-do-i-cancel-downgrade-or-disconnect.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

- (a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.
- (b) Signatures: Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.
- (c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.
- (d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- (e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

- (f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- (g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.
- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A

Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.
2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify

the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
 - A. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - B. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
 - A. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
 - B. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
 - C. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively “Voice Services”)

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, “Hosted Communications Services”)

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment, that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to the features, functionalities, capabilities, or to the application user interface formats shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

- a. Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.
- b. Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.
- c. Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://spectrum.com>, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. **Customer-Premise Equipment:** Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

- a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.
- b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.
- c. Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.
- d. Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

- a. Spectrum reserves the right (I) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).
- b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

- c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.
5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.
6. 911 Services:
- a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.
 - d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- e. If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.
 - f. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
 - g. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.
7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.
9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:
- a. Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

- b. Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.
 - c. The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.
 - d. Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.
 - e. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.
10. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines.
11. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
12. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.
13. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer -specific references, even if CPNI was used as a basis for such information.
- a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum.

Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

- c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
- d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

14. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

15. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.
16. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

17. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
18. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.
19. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance

of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

20. Voicemail; Call Recording. In the event Customer transmits protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, through the use of Hosted Voice Service, Customer acknowledges that Spectrum is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. Customer further agrees that it shall provide Spectrum prior notice if Customer stores any PHI on the voicemail or call recording feature of Hosted Voice Service and the parties shall thereafter enter into a business associate agreement.

Attachment C

Fiber Internet Access Service (“FIA Service”)

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Network Service. This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Network Service.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICE, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER’S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER’S OR ANY END USER’S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER’S OR ANY END USER’S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

Attachment D

Ethernet Service ("Ethernet Service") and Cloud Connect ("Cloud Connect")

Ethernet Service: Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

Cloud Connect Service: Spectrum will provide a cloud connect service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

Customer's use of Ethernet Service and, as applicable, Cloud Connect Service, is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet and Cloud Connect Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet and/or Cloud Connect Service that degrades any service provided to other subscribers on the Spectrum Network. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet or Cloud Connect Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer's compliance with this Service Agreement.
5. Customer's use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment E

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
 - a. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.
 - b. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

- c. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
6. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
8. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
- The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
9. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
- a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
- b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
- The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
 - To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
 - Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
 - All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.
10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer.

Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.

- b. **Content Liability and Use Restrictions.** Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
 - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
 - iii. Hosting of unlicensed software.
 - iv. Use of software or files that contain computer viruses or files that may harm computers.
 - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
 - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
 - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
 - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
 - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
 - c. **Domain Names.** Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
 - d. **Specification Limitations.** Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
 - e. **Limitation of Spectrum-provided Services.** Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).
 - f. **Impositions on Customer's End Users.** Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. **Desktop Security Service.** Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.
12. **Cloud Backup Service.**
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.
 - b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F

Managed WiFi Service (“Managed WiFi Service”)

Managed WiFi Service: If Customer elects to receive Managed WiFi Service, Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service, or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion.

Customer’s use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the Service Location(s) identified in the applicable Service Order.
2. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).
3. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer’s and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.

Attachment G

Software-Defined Wide Area Networking Service (“SD-WAN Service”)

SD-WAN Service: If Customer elects to purchase SD-WAN Service, Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of the SD-WAN Service is subject to the following additional terms and conditions:

1. Internet Connectivity. Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.
2. Virtual Security Service. If Customer elects to receive vSecurity virtual security service (“Virtual Security Service”) in conjunction with the SD-WAN Service, Spectrum will install and configure the Virtual Security Service on Spectrum’s Network for access by Customer through the SD-WAN Service. Spectrum is not the manufacturer or supplier of any software or hardware components of the Virtual Security Service. Spectrum will update the Virtual Security Service from time to time based on manufacturer-provided updates. Virtual Security Service is a “Managed Service” as defined in Attachment C (FIA Service) and is subject to the disclaimers set forth therein.
3. Technical Configuration Questionnaire. Configuration of the SD-WAN Service and Virtual Security Service will be as set forth in the Technical Configuration Questionnaire completed by Customer. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the SD-WAN Services and Virtual Security Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information.
4. Transmission of Material. Customer shall not transmit or otherwise make available on or via the SD-WAN Service any material (including any message or series of messages) that misappropriates, or violates or infringes in any way upon, the intellectual property or proprietary rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
5. Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE SD-WAN SERVICES OR VIRTUAL SECURITY SERVICE. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY SD-WAN CPE, SD-WAN SERVICE OR VIRTUAL SECURITY SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7m) Approval of FY20 Spending Authority with AT&T Mobility for Wireless Phone and Data Services

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve spending authority with AT&T Mobility in an amount not to exceed \$180,000 for fiscal year 2020.

SUMMARY: The City currently utilizes AT&T Mobility as it's provider of wireless communication services and equipment via a participating addendum to a master contract. The current master contract, through a Western States Contracting Alliance (now NASPO ValuePoint) has been renewed via an addendum and is effective through December 31st, 2020. The contract does not require the City to purchase goods in any set quantity nor does it require the City to purchase unnecessary services.

The Information Technology division oversees the contract as well as manages the purchasing and issuance of wireless devices to respective department within the City. Presently, the City maintains 280 devices split between phones, data cards, and mobile hotspots.

The current agreement with AT&T Mobility provides the City with the following features:

- Unlimited data usage and text messaging for smartphones
- Unlimited data usage for data cards and mobile hotspots
- No activation fees
- No termination fees
- Free and discounted device costs

In January of 2019, IT staff added text message archiving to approximately 100 city issued phones. This service adds an additional \$5 per month to the monthly service charge, which varies based on the type of phone or device. This service provides for all text messages to be archived for 5 years in the AT&T cloud and allows staff to search, retrieve, and export messages as part of a public records request. Other than the additional cost related to message archival, there is not a change in pricing in this contract from the current pricing structure.

Staff requests spending authority in the amount not to exceed \$180,000 with AT&T Mobility to include all monthly service charges, device purchases and replacements, and accessories such as car chargers and phone cases.

Although Information Technology oversees the contract and manages the devices, actual costs are budgeted in and billed to each department as part of their communication services (44-00) line items.

Recently, staff has been in talks with AT&T FirstNet, a proprietary public safety wireless network. This network allows public safety personnel to have devices that are given priority on the network over civilians during a major event when cell towers might be overloaded. Staff plan to move forward with migrating all public safety phones and hotspots to this network in 2020. However, the spending authority would still lie with AT&T Mobility.

Project No.: N/A Funding Account No.: Various 44-00 Line Items

Presenter:

ATTACHMENTS:

1.	Amendment 1	Amendment 1.pdf
2.	Amendment 2	Amendment 2.pdf
3.	Amendment 3	Amendment 3.pdf
4.	City of Port Orange Participating Addendum	City of Port Orange Participating Addendum.pdf
5.	WSCA Master Agreement	WSCA Master Agreement.pdf

James Hicks	Created/Initiated - 8/28/2019
Jamie Miller	Approved - 8/28/2019
Scott Neils	Approved - 8/30/2019
Margaret Roberts	Approved - 9/6/2019
Jake Johansson	Approved - 9/6/2019
Robin Fenwick	Final Approval - 9/9/2019

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

AT&T Mobility National Accounts LLC
2600 Camino Road
San Ramon, CA 94583
Contact: Twila Lively
Phone: (925) 487-9945 Fax: (510) 261-2155
Email: twila.lively@att.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On

Approved as to form by:

(Date)

Deputy Attorney General for Attorney General

On

(Date)

For Purchasing Use Only:

RFP/CONTRACT # 1907

AMENDMENT #2 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

AT&T Mobility National Accounts LLC
2600 Camino Road
San Ramon, CA 94583
Contact: Bethani Cross
Phone: (214) 679-9053
Email: bc4732@att.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2019 to allow time for execution of new Participating Addenda. During the extended time, from July 1, 2019 through December 31, 2019, no Product Addition Requests will be accepted.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Jeffrey Haag, Administrator, State of Nevada

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)

Deputy Attorney General for Attorney General

On 19 Mar 19

(Date)

AMENDMENT #3 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

AT&T Mobility National Accounts LLC
2600 Camino Road
San Ramon, CA 94583
Contact: Bethani Cross
Phone: (214) 679-9053
Email: bc4732@att.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2020 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through December 31, 2020, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Linda J. Cottingham 07/17/19
Independent Contractor's Signature Date

Sr. Contract Manager
Independent's Contractor's Title

Kevin D. Doty 8/5/19
Kevin D. Doty, Acting Administrator, State of Nevada

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)

Ally D. M. [Signature]
Deputy Attorney General for Attorney General

On 5 Aug 19
(Date)

PARTICIPATING ADDENDUM UNDER THE
WESTERN STATES CONTRACTING ALLIANCE WIRELESS COMMUNICATION
SERVICES AND EQUIPMENT BID NUMBER RFP: #1907

PARTICIPANT: CITY OF PORT ORANGE

This Participating Addendum (the "PA") is made this 10 day of December, 2013 (the "PA Effective Date"), between CITY OF PORT ORANGE ("Participant") and AT&T Mobility National Accounts LLC ("Contractor"). (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties.")

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance (WSCA), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re- stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates CITY OF PORT ORANGE as the only authorized Participating Entity(ies) under the Agreement, effective upon written approval by WSCA within thirty (30) days after submission. Failure of WSCA to approve shall render the Participating Addendum null and void.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.**Participant:**

Name: Deb Trainor
 Title: Administrator
 Address: 1000 City Center Circle
 Port Orange, Florida 32129
 Telephone: 386-506-5550
 Fax Number:
 E-Mail: dtrainor@port-orange.org

Lead State:

Name: Teri Becker
 Title: Purchasing Officer
 Address: 515 E. Musser St., Suite 300
 Carson City, Nevada 89701
 Telephone: 775-684-0178
 Fax Number: 775-684-0188
 E-Mail: tbecker@admin.nv.gov

Contractor Account Team:

Name: Alpresia Pressley
 Title: Account Manager
 Address: 675 W. Peachtree Street
 Atlanta, Georgia 30308
 Telephone: 404-927-6546
 Fax Number: 770-360-5082
 E-Mail: ap6788@att.com

Contractor Main:

Name: Twila Lively
 Title: Manager, Sales Operations
 Address: 2600 Camino Road
 San Ramon, California 94583
 Telephone: (925) 487-9945
 Fax Number: (510) 261-2155
 E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- WSCA Fees. Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the

schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto, except as set forth in Exhibit "1" hereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

CITY OF PORT ORANGE



Allen Green, duly authorized
Title: Mayor

Date: DEC 10, 2013

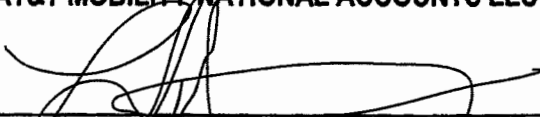
ATTEST:



Robin L. Fenwick, CMC, duly authorized
Title: City Clerk

Date: DEC. 10, 2013

AT&T MOBILITY NATIONAL ACCOUNTS LLC



Linda J. Cottingham, duly authorized
Title: Sr. Contracts Manager

Date: 12/9/13

EXHIBIT "1"

**SUPPLEMENTAL CONDITIONS TO THE PARTICIPATING ADDENDUM UNDER THE WESTERN STATES
CONTRACTING ALLIANCE WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP:#1907
BETWEEN CITY OF PORT ORANGE, FLORIDA AND AT&T MOBILITY NATIONAL ACCOUNTS,LLC**

1. Workers Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with limits of \$500,000.00 each employee per accident for bodily injury by accident or disease \$1,000,000.00, per incident per employee, and in all instances shall comply with Chapter 440, Florida Statutes.

General Requirements:

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies eligible to do business in the State of Florida, the Lead State and Participating States or eligible surplus lines insurers acceptable to the Participant, Lead State and Participating States and having agents upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

- 2. Public Records Compliance:** Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

2. DEFINITIONS.

2.1 “Contract” and “Master Service Agreement” mean this document, entitled “Master Service Agreement,” including, without limitation, Contractor’s Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 “Contractor” means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 “Fiscal Year” is the Lead State’s fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 “Participant” and/or “Participating State” means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 “Participating Addendum” and/or “PA” mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 “Participating Entity” and/or “Buyer” mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 “Special Terms and Conditions” means Contractor’s additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 “State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 “Sub-PA” means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 “Total Wireless Spend” means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 “WSCA” means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. **CONSIDERATION.** The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. **PAYMENT.** Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. **TAXES.**

13.1 Payable By Participating Entities. Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

13.2 Payable by Contractor. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES. Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. WSCA ADMINISTRATION FEE; REPORTS. The Contractor will pay WSCA an Administration Fee of $1/10^{\text{th}}$ of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

17. DELIVERY. The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

21. DEFAULT; REMEDIES.

21.1. WSCA's Rights Upon Default. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

21.2 Participating Entity's Rights Upon Default. Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

21.3 No Cross Termination. Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

21.4 Post-Termination Issues. In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$25,000,000.00** General Aggregate
 - \$25,000,000.00** Products & Completed Operations Aggregate
 - \$5,000,000.00** Personal and Advertising Injury
 - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
 - 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
- The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

Mail all required insurance documents to the Lead State identified on page one of the Contract

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION.

44.1 Lead State. The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 Participating Entities. The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. SIGNATURES IN COUNTERPART. The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

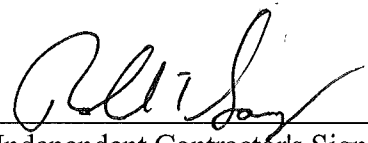
46. AMENDMENTS. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. ENTIRE CONTRACT. This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

AT-T
Date Independent Contractor's Title

Signature

Director of Contracts
Date Title

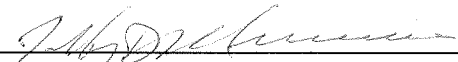

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 3-14-12
(Date)

On _____
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General

On 14 Mar. 12
(Date)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (B8) Approval of Concurrency and Fair-Share Agreement for Holiday Inn Express Hotel Site Plan

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for Holiday Inn Express Site Plan

SUMMARY: The Holiday Inn Express development project (Case No. 18-8000003) is proposed to be located on the north side of Taylor Road, east of Williamson Boulevard (see location map). The subject property is zoned Westport Interchange Planned Commercial Development (PCD) and hotel is listed as a permitted use according to this PCD. The site plan is currently being reviewed by the Staff Development Review Committee (SDRC) for compliance with the Westport Interchange PCD and the Land Development Code. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of an 80-room hotel, along with associated on-site and off-site improvements. Approval of the Concurrency Fair-Share Agreement and payment of the Fair-Share payment is required prior to issuance of a site plan.

The Trip Generation and Distribution Study completed by LTG Engineering & Planning, anticipates impact to the Taylor Road/Williamson Boulevard intersection and Williamson Boulevard upon completion of the development. Based on the TIA prepared, the owner is required to make a \$58,966 fair-share mitigation payment for the 26 PM peak hour trips generated per day from the development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment will be credited towards the Summer Trees Road and Yorktowne Boulevard projects.

This project falls within all Land Development codes and current regulations and will not be coming to Council for project approval.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Holiday Inn Fair Share Agreement	Holiday Inn Fair Share Agreement.pdf
----	----------------------------------	--------------------------------------

2.	Location Map - Holiday Inn Express Site	Location Map - Holiday Inn Express Site.pdf
----	---	---

Melanie Schmotzer

Created/Initiated - 8/28/2019

Tim Burman

Approved - 8/28/2019

Shannon Balmer

Approved - 9/9/2019

Jake Johansson

Approved - 9/10/2019

Robin Fenwick

Final Approval - 9/12/2019

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2019, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **PRITAM LLC**, a Florida limited liability company whose address is 1791 Dunlawton Avenue, Port Orange, Florida 32127 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Project Data on the attached **Exhibits "A-1" and "A-2"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop an Eighty (80) room hotel on approximately Two (± 2.0) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Holiday Inn Express), which will generate 26 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency

Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
 - A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.
 - B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.
 - C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.
 - D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All

payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency.** The City agrees that by Developer paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the

drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement

shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

PRITAM, LLC

WITNESSES:

Printed name

Printed name

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of **PRITAM LLC**, a Florida limited liability company, who is personally known to me and did not take an oath.

(Seal)

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Holiday Inn Express Hotel
Site Address:	1630 Taylor Road
City Case No.	18-80000003
Zoning District	PCD – Planned Commercial Development (Westport Interchange)
TIA Report Date	July 15, 2019
TIA Prepared by:	LTG Engineering & Planning
Est. Date of Impact	2020

Developer:

Corporate Entity	Pritam LLC
Contact Person	Rakesh Patel
Mailing Address:	1791 Dunlawton Ave., Port Orange, FL 32127

Land Owner:

Corporate Entity	Pritam LLC
Contact Person	Rakesh Patel
Mailing Address:	1791 Dunlawton Ave., Port Orange, FL 32127

Real Property

Total Acreage:	+/- 2.01 acres
Parcel Number(s):	6319-00-00-0048
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A - 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Holiday Inn Express Hotel
City Case No.:	18-80000003
TIA Report Date:	July 15, 2019
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2020

Contribution Calculations: Adjusted August 23, 2019

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	9/860	1.05%	\$32,996	\$32,996
Yorltowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation - Williamson Boulevard a. Caribbean Pine Way to Madeline Ave.	\$6,700,000	N/A	N/A	0/1,870	0.00	N/A	N/A
b. Madeline Ave to Willow Run Blvd.	\$9,851,351	N/A	N/A	1/1,870	0.05	\$5,268	\$5,795
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion	\$17,148,648	N/A	N/A	2/1,870	0.11	\$18,340	\$20,175
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$3,059,329	N/A	N/A	N/A	N/A	N/A	N/A

*Financial Guarantee Multiplier

1.1 1.1 1.0

Total Fair-Share Contribution

\$58,966

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732), and Town West/Williamson (PRVCF 5709/4736) are completed or fully funded

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the above referenced project will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project,

[3] Rounded up to nearest whole dollar

Agreement 1/04/2005-Amended 3/01/2006- 7/17/06[4], May, 2007; October 2007, November 2009
 Finance Updated Project Cost - 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010,
 1/26/2011, 2/9/2012, 4/3/2013, 12/7/2017, 7/30/2018, 8/24/2019
 Transportation Concurrency and Fair-Share

Planning Review:

Tim Bur Date **9/5/19**

Finance Review:

John Fina Date **9/5/2019**

Exhibit B-1

A Portion of the Northeast $\frac{1}{4}$ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, being described as follows:

Commence at the Northwest corner of said Northeast $\frac{1}{4}$ of Section 16; thence North $89^{\circ}59'28''$ East along the North line of said Northeast $\frac{1}{4}$, a distance of 1217.38 feet to the Point of Beginning; Thence North $89^{\circ}59'28''$ East, continuing along said North line of the Northeast $\frac{1}{4}$, a distance of 338.51 feet; thence departing said North line of the Northeast $\frac{1}{4}$, South $14^{\circ}28'00''$ East, a distance of 30.00 feet; thence South $89^{\circ}59'10''$ East, a distance of 30.00 feet; thence North $14^{\circ}28'00''$ West, a distance of 30.01 feet to said North line of the Northeast $\frac{1}{4}$; thence North $89^{\circ}59'28''$ East, continuing along said North line of the Northeast $\frac{1}{4}$, a distance of 46.49 feet to the Westerly Right of Way line of State Road No. 9 (Interstate 95); thence departing said North line South $14^{\circ}28'00''$ East, along said Right of Way line of State Road No. 9, a distance of 165.81 feet; Thence continue along said Right of Way line South $33^{\circ}34'19''$ West, a distance of 184.29 feet; Thence South $62^{\circ}33'14''$ West, a distance of 165.00 feet; thence North $27^{\circ}26'48''$ West, a distance of 103.00 feet; Thence, along a tangent curve to the right with a radius of 10.00 feet, A central angle of $90^{\circ}00'00''$, a chord bearing North $17^{\circ}33'14''$ East, 14.14 feet and an arc length of 15.71 feet; to a point; thence North $62^{\circ}33'14''$ East, a distance of 35.70 feet; thence along a tangent curve to the Right with a radius of 25.00 feet; a central angle of $62^{\circ}33'46''$, North $31^{\circ}16'21''$ East, 25.96 feet and an arc length of 27.30 feet to the Point of Tangency; Thence North $00^{\circ}00'32''$ West, a distance of 136.58 feet; thence along a tangent curve to the Right with a radius of 50.00 feet, a central angle of $90^{\circ}00'00''$, North $45^{\circ}00'32''$ West, 70.71 feet and an arc distance of 78.54 feet to the point of tangency; thence South $89^{\circ}59'28''$ West, a distance of 150.00 feet to a point of curvature; thence, along a tangent curve to the right with a radius of 10.00 feet, a central angle of $90^{\circ}00'00''$, North $45^{\circ}00'32''$ West, 14.14 feet and an arc length of 15.71 feet to the Point of Tangency; thence North $00^{\circ}00'32''$ West, a distance of 50.00 feet to the Point of Beginning.

LOCATON MAP



Location Map of Holiday Inn Express site, located on the north side of Taylor Road, east of Williamson Boulevard.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B9) Approval of the First Amendment to the Property Exchange and Escrow Agreement for the Cardwell Funeral Home Property

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the First Amendment to the Property Exchange and Escrow Agreement for the Cardwell Funeral Home Property, subject to approval of Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004).

SUMMARY: The First Amendment to the Exchange and Escrow Agreement provides for the Deed to the Cardwell Funeral Home property to continue to be held in an Escrow until the Public Trail and Park and Riverwalk Phase 1 site and building improvements are completed in accordance with the timeline set forth in the First Amendment to the Riverwalk Amended and Restated Master Development Agreement. According to the proposed First Amendment to the Riverwalk Amended and Restated Master Development Agreement, the Phase 1 (site and restaurant) improvements are to be completed by September 21, 2020.

There are no other changes to the original Property Exchange and Escrow Agreement approved in 2016.

Project No.: Funding Account No.:

Presenter: Tim Burman, Margaret Roberts, HRP

ATTACHMENTS:

1.	Amendment to Property Exchange Agreement 8-8-19	Amendment to Property Exchange Agreement 8-8-19.pdf
2.	First Amendment to Escrow Agreement	First Amendment to Escrow CLEAN consistent w 1st Amdmt.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 8/28/2019
Approved - 8/29/2019
Final Approval - 8/29/2019

FIRST AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT (the "First Amendment"), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, ("HRP") Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the "City") and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the "CRA"), (collectively the "Parties"), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Property Exchange Agreement dated September 20, 2016 (the "Agreement") for the exchange of real property; and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (the "MDA"); and

WHEREAS, the Parties desire to amend the Incentive Agreement as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Paragraph 1 c. of the Agreement is hereby deleted in its entirety and replaced with the following:

"c. The Parties agree that the exchange shall be contingent on the escrow agreement and escrow closing on the real property interests. The Escrow Agreement shall be in the form attached hereto as Exhibit B. The delivery for recording of the deed to HRP shall be contingent upon HRP's completion of the construction of the Public Trail and Park together with all other Phase 1 site improvements in accordance with the scope and timeline set forth in the MDA."

3. Paragraph 1 d. of the Agreement is hereby deleted in its entirety and replaced with the following:

"d. The Escrow Agreement shall be closed on or before September 21, 2020 unless otherwise terminated pursuant to the terms of this Agreement or the Escrow Agreement. The City Manager shall be authorized to act on behalf of Port Orange to authorize the final language of the Escrow Agreement, in accordance with the requirements of Chapter 286, Florida Statutes.

4. Paragraph 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

“10. Closing. Closing shall occur within 30 days after completion and acceptance of the Phase 1 Improvements. In the event the Phase 1 Improvements are not completed by September 21, 2020 then this Property Exchange Agreement shall terminate. G. Larry Sims, Esquire, a Florida licensed attorney who does not represent a Party, shall serve as Escrow Agent. In the event HRP is unable to obtain approval of the First Amendment to the Amended and Restated Master Development Agreement by September 20, 2019 this Property Exchange Agreement shall be of no further force or effect. The closing shall not be extended except by written mutual agreement of the Parties. On or before closing, the Escrow Agent shall provide the City’s Closing Agent, Columbia Title Corporation, with the closing deposits and documents required to transfer all Property Interests as set forth in this Agreement and pursuant to the terms and conditions of the Escrow Agreement executed simultaneous herewith.

5. This First Amendment shall be effective on the date set forth below.

6. All the provisions of the Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Agreement shall survive the execution of this First Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Property Exchange Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O., Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

FIRST AMENDMENT TO THE ESCROW AGREEMENT

THIS FIRST AMENDMENT TO THE ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and among **CRA/CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “**Port Orange**” and the **HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company** with a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 hereinafter referred to as “**Developer**” and **G. LARRY SIMS, ESQUIRE** of Doran Sims, Wolfe and Ciocchetti, with a mailing address of P.O. Box 15110, Daytona Beach, FL 32115-5110 hereinafter referred to as “**Escrow Agent**”, collectively the “Parties”.

WHEREAS, the Parties previously entered into that certain Escrow Agreement dated September 20, 2016 (“Agreement”) to effectuate that certain Property Exchange Agreement dated September 20, 2016 (“Exchange Agreement”) for the property identified as Tax Parcel Number 1, Tax ID 630311020030, located at 3571 Ridgewood Avenue, Port Orange, Florida 32129; and

WHEREAS, the Port Orange and Developer previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records, Volusia County, Florida (“MDA”); and

WHEREAS, Port Orange and Developer desire to amend the MDA, which requires revision to the Agreement in order to effectuate the Property Exchange Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 1.2, “Receipt of Deposits for Escrow”, subsection (b) is hereby amended to read as follows:

(b) The Developer shall deposit the guarantee, that may be in the form of a bond, letter of credit, or cash deposit guaranteeing the completion of the Cardwell property demolition and construction of Public Trail and Park and the associated improvements, as set forth in paragraph 6.g. of the MDA on or before November 20, 2019 for lease payment loss of revenue for two years payable to the City in the amount of \$48,000.00. In the event that the construction of the Public Trail and Park and Phase I site improvements are not commenced by September 20, 2018 and construction of Public Trail and Park and the associated improvements, as set forth in paragraph 6.g. of the MDA are not completed on or before November 20, 2019 then Developer shall forfeit the above-referenced bond to the City. The Developer may substitute the form of the guarantee upon mutual agreement of the Parties.

3. Section 3.1, “Completion of the Public Trail and Park and Phase I horizontal site improvement of the Riverwalk Project” is hereby amended to read as follows:

Section 3.1 Completion of the Public Trail and Park and Phase I site improvements of the Riverwalk Project. If on or before September 20, 2018, Developer has commenced the Public Trail and Park and the site improvements for Phase I of the Riverwalk Project to the satisfaction of the City and if on or before September 21, 2020, the Developer has completed all Phase I improvements as set forth in paragraph 6.g. of the MDA and the City and other governing entities have accepted the Phase I improvements, including but not limited to the completion of the Public Trail and Park improvements within Tract “A”, the City shall provide the Escrow Agent (copying Developer) with written notice of the same.

4. This First Amendment to the Escrow Agreement shall be effective on the date set forth below.
5. All provisions of the Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Agreement shall survive execution of this First Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the parties as of the respective dates shown below.

WITNESSES:

HALIFAX RIVER PARTNERS, LLC

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

**COMMUNITY REDEVELOPMENT
AGENCY FOR PORT ORANGE TOWN
CENTER**

AND

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

WITNESS:

Signature

Printed Name

Signature

Printed Name

By: _____
Donald O. Burnette,
Chairman and Mayor

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by DONALD O. BURNETTE, Chairman and Mayor of the COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER AND CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the Agency and City, respectively. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by ROBIN L. FENWICK, CMC, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by G. LARRY SIMS, ESQUIRE, of DORAN SIMS WOLFE AND CIOCCHETTI. He is personally known to me or has produced _____ as identification.

ESCROW AGENT

By: _____
G. Larry Sims, Esquire

Date: _____

Notary Public, State of Florida at Large
My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B10) Approval of the First Amendment to the Halifax River Partners (HRP), LLC Economic Development Incentive Agreement

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the First Amendment to the Halifax River Partners (HRP), LLC Economic Development Incentive Agreement, subject to approval of Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004).

SUMMARY: The First Amendment to the Halifax River Partners (HRP), LLC Economic Development Incentive Agreement would revise the completion date to September 21, 2020, for all Riverwalk Phase 1 site improvements (includes parking lot, landscape, stormwater, irrigation, sidewalks along Ridgewood and the point, and left-turn lanes into site) and the restaurant on the point to obtain a Certificate of Occupancy. The original Agreement approved in 2016 requires the Phase 1 site improvements to be completed by September 20, 2019, and the restaurant on the point to be completed and obtain a Certificate of Occupancy by September 21, 2020.

There are no other changes proposed to the original Economic Development Incentive Agreement approved in 2016.

Project No.: Funding Account No.:

Presenter: Tim Burman, HRP

ATTACHMENTS:

1.	First Amendment to HRP Economic Incentive Agreement	First Amendment to Economic Incentive Agreement.pdf
----	---	---

Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 8/29/2019
Final Approval - 8/29/2019

**FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE DEVELOPMENT AGREEMENT (the “First Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Economic Development Incentive Agreement dated September 20, 2016 (the “Incentive Agreement”) for the development of the property more particularly described therein (the “Property”); and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (the “MDA”); and

WHEREAS, the Parties desire to amend the Incentive Agreement as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 7A of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“Section 7A. Agreement to Develop Property. The Owner agrees to develop the following facilities.”

- A. The improvements constituting the initial phase of development of the Property (the “Phase I Improvements”) having an assessed value of not less than \$4,000,000.00. Permitting shall be completed and construction of the Phase I improvements, including the restaurant on the point, shall be completed and certificate of occupancy obtained no later than September 21 (Monday), 2020.
3. This First Amendment shall be effective on the date set forth below.

4. All the provisions of the Incentive Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Incentive Agreement shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Economic Development Incentive Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
_____, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ and ROBIN L. FENWICK, Mayor and City Clerk, respectively, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B11) Approval of the Parking Easement Agreement Between Halifax River Partners (HRP), LLC and City of Port Orange

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure - Quality of Life, and 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Parking Easement Agreement Between Halifax River Partners, LLC and City of Port Orange, subject to approval of Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004).

SUMMARY: The parking easement allows the City the ability to authorize the public to park vehicles upon the land located west of the public trail and park that is owned by Halifax River Partners, LLC. This will provide the city additional access to public parking for overflow parking during activities and special events held on City Property within the Riverwalk area during construction of the HRP Riverwalk project.

Project No.: Funding Account No.:

Presenter: Tim Burman, HRP

ATTACHMENTS:

1.	Parking Easement REVISED 8-16-19	Parking Easement REVISED 8-16-19.pdf
----	----------------------------------	--------------------------------------

Tim Burman
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 8/28/2019
Approved - 8/29/2019
Final Approval - 8/29/2019

Affected Parcel Nos. 6303-04-00-0010, 6303-10-02-0020, 6303-04-00-0030, 6303-10-02-0023, 6303-10-02-0040,
6303-16-00-0011, 6303-16-00-0010, and 6303-11-03-0020

NON-EXCLUSIVE, TEMPORARY ACCESS AND PARKING EASEMENT AND JOINT USE AGREEMENT

This TEMPORARY ACCESS AND PARKING EASEMENT AND AGREEMENT ("Agreement") is entered into as of _____, 2019 by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company ("HRP"), and CITY OF PORT ORANGE, a chartered municipal corporation ("City"); hereinafter collectively the "Parties".

RECITALS

A. HRP is the owner of that certain real property situated in Port Orange, Volusia County, Florida and described in **Exhibit "A"** attached hereto and made a part hereof by reference (the "HRP Property").

B. The City is the owner of that certain real property located adjacent to the HRP Property as described in **Exhibit "B"** attached hereto (the "City Property").

C. A portion of the City Property has been developed as a public park known and referred to as Riverwalk Park, the City Property being adjacent to HRP Property; and

D. The remainder of City Property is currently being developed as a linear public park, known and referred to as "Public Trail and Park" said property meanders through a portion of the HRP Property; and

E. HRP Property is currently unimproved land anticipated for future mixed-use development, including access ways, sidewalks, drive aisles and parking areas; and

D. HRP desires to grant to the City, and City desires to accept from HRP, an easement and rights in HRP Property situated in Volusia County, Florida, providing for access, overflow parking, and use in connection with activities and special events on City Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Easement. So long as the Easement Lands or any portion thereof, hereinafter defined, remain unimproved land, HRP does hereby grant and convey to the City a non-exclusive, temporary, public easement (the "Easement") upon, over, and across a portion of HRP Property, graphically depicted in **Exhibit "C"**, attached hereto and made apart hereof by reference (the "Easement Lands"), for the purpose of providing ingress and egress, including pedestrian and vehicular traffic from and between HRP Property, City Property, and adjacent public streets, and for the purpose of parking

vehicles within the Easement Lands for overflow parking during activities and special events held on City Property, subject to the terms and conditions set forth herein.

2. Character of Easement.

- (a) The Easement shall be appurtenant to the City Property and HRP Property and shall therefore be binding upon and run with the HRP Property and the City Property.
- (b) The Easement granted to the City hereunder shall be non-exclusive and temporary in nature, subject to the terms and conditions set forth herein.
- (c) HRP reserves the right to use the Easement Lands for legally authorized purposes in accordance with the City of Port Orange, Florida Land Development Code (“LDC”) and not in conflict with the City’s Easement granted hereunder.
- (d) HRP hereby represents and warrants to City that HRP has good and indefeasible fee simple title to the Easement Lands, free and clear of all encumbrances that may adversely affect City’s rights hereunder.

3. Reservation and Limitations on the Use of the Easement Lands.

- (a) HRP reserves the right to primary use of the Easement Lands, subject to the terms and conditions set forth herein and as otherwise prescribed by law.
- (b) City’s rights under the Easement are limited to use of the Easement Lands for overflow parking during activities and special events held on City Property.
- (c) This Agreement does not constitute a land use approval. For any land use by HRP of the Easement Lands, HRP shall be required to submit engineering plans and any other required documents in accordance with the LDC process for site plan approval.
- (d) As development of HRP Property progresses, it is understood and agreed by both Parties that the easement rights hereunder shall only apply to the unimproved portions of the Easement Lands and shall not interfere with HRP’s development of HRP Property, subject to the terms and conditions set forth herein.
- (e) It is expressly understood and agreed that this Easement granted herein shall expire and be of no further effect upon the occurrence of the following:
 - (i) Certificate of Occupancy (“CO”) or Certificate of Completion issued by the City of Port Orange for shared parking facilities as required and graphically depicted in the Riverwalk Amended and Restated Master Development Agreement, recorded in 7306, page 1188, Public Records, Volusia County, Florida, as amended (“MDA”); AND
 - (ii) HRP shall provide a fully executed, in recordable form, easement from HRP to the City granting a permanent easement for the purpose of providing ingress and egress, including pedestrian and vehicular traffic from and between HRP Property, City Property, and adjacent public streets, and for the purpose of parking vehicles

upon, over, and across the access ways, sidewalks, drive aisles and parking areas as generally shown on the Conceptual Development Plan in the MDA, subject to the following limitations:

- a. Parking made available to the public via the easement is limited to non-peak hours of the restaurant and overflow parking for public purposes.
- b. HRP shall retain primary right of use of Easement Lands for legally authorized uses related to said development as approved by City of Port Orange.

4. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with active and continuous construction, reconstruction, repair and maintenance of improvements on HRP Property, it being agreed by the Parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement by City, and such work shall be diligently prosecuted to completion.

6. Easement Lands Maintenance. Except as may be otherwise agreed, HRP Property maintenance and repair obligations shall be the sole responsibility and obligation of the HRP.

7. Governmental Immunity. Nothing herein shall be deemed to waive, limit or otherwise modify the protections and limitations of liability found in Florida Statute § 768.28 or any other protections available to the City by law.

8. Taxes. HRP shall continue to be responsible for real property taxes and any other taxes that may be associated with HRP Property or the use thereof.

9. Insurance. HRP affirms that they carry general liability insurance policy sufficient in amount and coverage which will apply to any personal injury or loss or property damage that may occur on HRP Property.

10. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other party):

HRP: Halifax River Partners
1800 No. U.S. Highway 1
Ormond Beach, FL 32174
Attn: Josif Atanasoski

City: City of Port Orange

1000 City Center Circle
Port Orange, FL 32129
ATTN: City Manager

11. Entire Agreement. This Agreement constitutes the entire agreement between HRP and City relating to the Easement. Any prior agreements, promises, negotiations, or representations pertaining to the matters set forth herein but not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and executed by the Parties to be bound thereby.

12. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors, administrators, executors, and assigns and all terms and provisions of this Agreement shall be binding upon and are covenants running with the land.

13. No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of HRP or City shall be deemed by HRP, City or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties hereto.

14. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law, and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties.

15. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

16. Venue. All litigation regarding this Agreement shall be in the Seventh District Court in and for Volusia County, Florida. This Agreement shall be interpreted in accordance with the fair meaning of the provisions hereof, and not strictly for or against either party.

17. Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this TEMPORARY ACCESS AND PARKING EASEMENT AND JOINT USE AGREEMENT, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by DONALD O. BURNETTE, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by ROBIN L. FENWICK, City Clerk, respectively, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

EXHIBIT "A" (2 pgs)

LEGAL DESCRIPTION OF HRP PROPERTY

A PORTION OF LOTS 1, 2, AND 3, THOMAS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOTS 1 AND 2, TOGETHER WITH LOTS 2 THROUGH 4 AND A PORTION OF LOTS 5 AND 6, BLOCK 2, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LAND AND SUBMERGED LAND LYING EAST OF SAID LOTS 2 THROUGH 6, AND TOGETHER WITH A PORTION OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOT 1 AND TOGETHER WITH A PORTION OF BLOCK C, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE), A 100 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ROAD NO. 5, SECTION 7901-278 WITH THE NORTH LINE OF SAID BLOCK C, WILSON'S MAP OF PORT ORANGE; THENCE ALONG SAID EAST RIGHT OF WAY LINE N25°18'39"W, 306.43 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, N77°29'12"E, 337.91 FEET; THENCE N25°24'59"W, 74.27 FEET TO A POINT IN THE SOUTH LINE OF AFORESAID H.P. HAND TRACT; THENCE ALONG SAID SOUTH LINE, S89°12'06"W, 45.83 FEET; THENCE DEPARTING SAID SOUTH LINE, N25°16'50"W, 123.07 FEET TO THE NORTH LINE OF LOT 5, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE OF LOT 5, BLOCK 2, S75°10'03"W, 287.01 FEET TO THE EAST RIGHT OF WAY LINE OF AFORESAID STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE); THENCE ALONG SAID EAST RIGHT OF WAY LINE, N22°52'03"W, 200.43 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF (1/2) OF LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF LOT 2, N74°57'19"E, 142.16 FEET; THENCE N23°35'16"W, 50.41 FEET TO THE NORTH LINE OF SAID LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE, N75°00'39"E, 104.03 FEET; THENCE DEPARTING SAID NORTH LINE, N25°26'04"W, 101.96 FEET TO A POINT IN THE NORTH LINE OF AFORESAID LOT 3, THOMAS SUBDIVISION; THENCE N74°55'47"E ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG THE NORTH LINE OF LOT 1, SAID THOMAS SUBDIVISION AND THE EASTERLY EXTENSION THEREOF, 479.46 FEET TO THE CITY OF PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 1°52'13" WITH A CHORD BEARING S61°30'44"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID BULKHEAD LINE AND THE ARC OF SAID CURVE, 22.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 22°22'06" WITH A CHORD BEARING S57°49'05"E; THENCE CONTINUING ALONG SAID PORT ORANGE BULKHEAD LINE AND THE ARC OF SAID CURVE, 117.12 FEET TO THE INTERSECTION OF SAID BULKHEAD LINE WITH THE NORTH LINE OF A TIITF (TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND) LEASE, NUMBER 640003624 AS RECORDED IN OFFICIAL RECORDS BOOK 5922, PAGE 1350 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S75°01'03"W, 204.65 FEET; THENCE S34°12'08"E, 1.51 FEET; THENCE S19°14'08"E, 21.25 FEET; THENCE S01°00'57"E, 22.65 FEET; THENCE S56°43'50"E, 5.09 FEET; THENCE S20°01'49"E, 9.29 FEET; THENCE S09°34'22"E, 39.26 FEET; THENCE S29°57'06"E, 7.36 FEET; THENCE S51°56'05"E, 23.40 FEET; THENCE S45°54'51"E, 32.42 FEET TO A POINT IN THE SOUTH LINE OF SAID TIITF LEASE, NUMBER 640003624, SAID POINT ALSO LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID LINE, N74°47'53"E, 223.54 FEET TO A POINT ON THE AFORESAID PORT ORANGE BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE, S25°52'25"E, 100.56 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID NORTH LINE, S82°44'59"E, 33.31 FEET TO THE EAST LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID EAST LINE, S23°14'59"E, 42.00 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE S72°14'59"W ALONG SAID SOUTH LINE, 26.41 FEET TO A POINT IN AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°41'21" WITH A CHORD BEARING S12°49'37"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE AND BULKHEAD LINE, 103.09 FEET TO THE SOUTH LINE OF AFORESAID TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID SOUTH LINE, S64°37'53"W, 148.27 FEET; THENCE DEPARTING SAID SOUTH LINE, S55°53'47"W, 7.27 FEET; THENCE S42°09'17"W, 22.29 FEET; THENCE S24°16'07"W, 7.11 FEET; THENCE S77°19'19"W, 6.64 FEET; THENCE S24°41'40"E, 6.50 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID NORTH LINE, N64°45'24"E 179.09 FEET TO A POINT ON AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°44'56" WITH A CHORD BEARING S11°01'04"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 103.40 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 12°16'22" WITH A CHORD BEARING S14°51'48"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID BULKHEAD LINE, 149.94 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID SOUTH LINE,

S64°36'55"W, 168.80 FEET TO A POINT IN THE NORTH LINE OF LOT 4, SAID DANIELS' ADDITION TO PORT ORANGE; THENCE ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF, S64°55'00"W 214.63 FEET; THENCE S25°21'49"E, 79.77 FEET; THENCE S64°49'03"W, 177.96 FEET; THENCE N25°14'04"W, 64.32 FEET TO THE NORTH LINE OF BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PG. 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE OF BLOCK "C", S89°21'35"W, 90.06 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 AND THE POINT OF BEGINNING. CONTAINING 11.904 ACRES, MORE OR LESS.

LESS AND EXCEPT:

Cardwell Parcel:

The Westerly 316 feet of the Southerly 1/2 of Lot 2, and the Westerly 316 feet of the Northerly 1/2 of Lot 3, all in Block 2, HAND TRACT, Port Orange, Florida, according to the plat thereof as recorded in Map Book 2, Page 185, of the Public Records of Volusia County, Florida, EXCEPTING THEREFROM that portion lying in U.S. Highway No. 1, as now established and in use.

EXHIBIT "B"

LEGAL DESCRIPTION OF CITY PROPERTY (RIVERWALK PARK & PUBLIC TRAIL & PARK)

Riverwalk Park:

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

ALL OF LOTS 1, 2, 3 AND 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE).

TOGETHER WITH

THAT PART OF THE 100' RESERVATION FOR CANAL AND ROAD, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE), A 100' RIGHT OF WAY, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST.

TOGETHER WITH

ALL OF LOTS 1 AND 2, AND THE 20' WIDE CANAL SOUTHERLY OF THE SOUTH LINE OF SAID LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE).

Public Trail and Park:

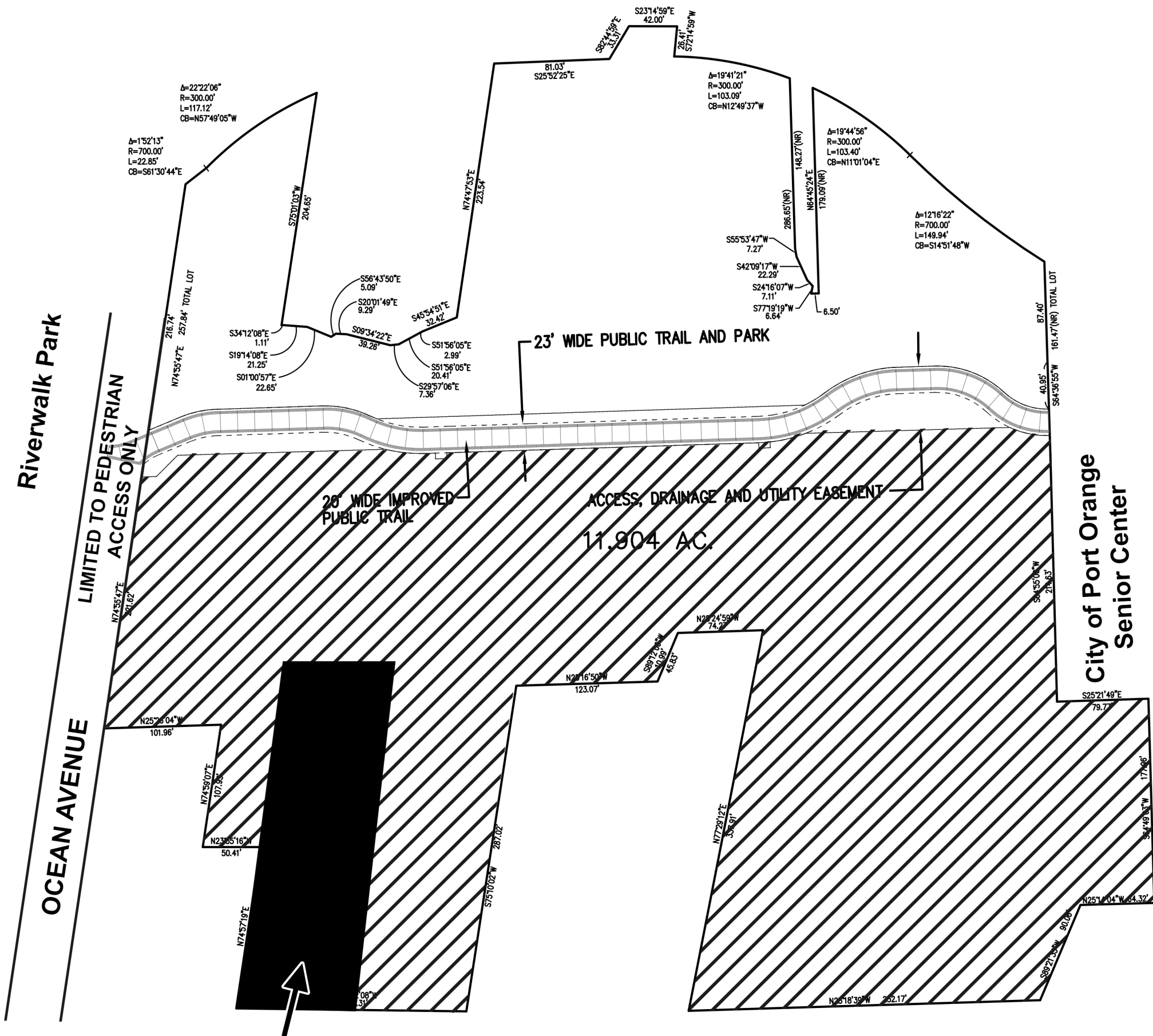
DESCRIPTION: (BY SLIGER & ASSOCIATES, INC. JOB NO. 15-1203)

A PORTION OF LOT 1, THOMAS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2, 3, 4, 5, AND 6, BLOCK 2, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LAND LYING EAST OF SAID LOTS 2 THROUGH 6, AND TOGETHER WITH A PORTION OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

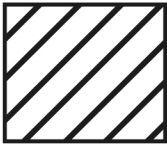
BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE), A 100 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ROAD NO. 5, SECTION 7901-278 WITH THE NORTH LINE OF BLOCK C, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID BLOCK C, N89°21'35"E, 90.06 FEET; THENCE DEPARTING SAID NORTH LINE, S25°14'04"E, 64.32 FEET; THENCE N64°49'03"E, 177.96 FEET; THENCE N25°21'49"W, 79.77 FEET; THENCE N64°55'00"E, 214.63 FEET TO THE SOUTH LINE OF HALIFAX DRIVE (A 40 FOOT RIGHT OF WAY AS NOW LAID OUT); THENCE N64°36'55"E, 17.44 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 77.11 FEET AND CENTRAL ANGLE OF 45°14'57" WITH A CHORD BEARING N03°06'54"W; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 60.89 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 62.00 FEET AND CENTRAL ANGLE OF 44°55'33"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 48.61 FEET; THENCE N25°24'59"W, 32.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 87.00 FEET AND CENTRAL ANGLE OF 35°25'27"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 53.79 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 123.00 FEET AND CENTRAL ANGLE OF 35°44'45"; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 76.74 FEET; THENCE N25°24'59"W, 291.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 122.98 FEET AND CENTRAL ANGLE OF 27°25'28"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 58.87 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 67.00 FEET AND CENTRAL ANGLE OF 27°25'16"; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 32.07 FEET; THENCE N25°24'59"W, 92.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET AND CENTRAL ANGLE OF 20°48'44"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 24.34 FEET; THENCE N46°13'43"W, 29.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 47.00 FEET AND CENTRAL ANGLE OF 18°48'58"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 15.43 FEET TO THE NORTH LINE OF SAID LOT 1, THOMAS SUBDIVISION; THENCE ALONG SAID NORTH LINE, N74°55'47"E, 29.81 FEET; THENCE DEPARTING SAID NORTH LINE, S46°13'43"E, 29.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 90.00 FEET AND CENTRAL ANGLE OF 20°48'44"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 32.69 FEET; THENCE S25°24'59"E, 92.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET AND CENTRAL ANGLE OF 27°25'16"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 43.07 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.98 FEET AND CENTRAL ANGLE OF 27°25'20"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 47.85 FEET; THENCE S25°24'59"E, 292.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND CENTRAL ANGLE OF 35°25'23"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 61.83 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET AND CENTRAL ANGLE OF 35°25'23"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 68.01 FEET; THENCE S25°24'59"E, 32.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 85.00 FEET AND CENTRAL ANGLE OF 44°55'33"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 66.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 54.11 FEET AND CENTRAL ANGLE OF 45°24'00"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 42.87 FEET; THENCE S64°36'55"W, 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,698 SQ. FT. OR 0.43 ACRES, MORE OR LESS

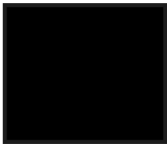
EXHIBIT "C"



NOT INCLUDED IN
EASEMENT LANDS



= EASEMENT
LANDS



= CARDWELL
PROPERTY

* GENERAL LOCATION
DEPICTED

RIDGEWOOD AVENUE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B12) Approval of the License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property), subject to approval of Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004).

SUMMARY:

License Agreement for 3571 Ridgewood Avenue, CRA owned property, located at the east side of Ridgewood Avenue, south of Ocean Avenue. Halifax River Partners (HRP), LLC requested the License Agreement in connection with a possible proposal for site modifications and renovation of the existing parking lot at 3571 Ridgewood Avenue to serve as a parking if the 38-slip marina is re-opened to the public. HRP proposes that if off-site parking is needed to re-open the 38-slip marina, a development permit application to reestablish parking at 3571 Ridgewood Avenue would be submitted for staff review, if the license agreement is approved. The temporary parking would be required to be developed according to the Land Development Code and First Amendment to the Riverwalk Amended and Restated Master Development Agreement.

HRP has been advised of applicable requirements and the License Agreement review process. The License Agreement has the effect of requiring the applicant to maintain, and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should HRP fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the applicant. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement would only be valid until September 21, 2020. According to the First Amendment to the Riverwalk Amended and Restated Master Development Agreement, the allowance to use temporary parking expires upon completion of permanent parking, or September 21, 2020, whichever is earlier.

Project No.: Funding Account No.:

Presenter: Tim Burman, Margaret Roberts, HRP

ATTACHMENTS:

1.	Cardwell License Agreement	License Agreement - Riverwalk 8-26-19.pdf
----	----------------------------	---

Tim Burman	Created/Initiated - 8/28/2019
Shannon Balmer	Approved - 8/28/2019
Jake Johansson	Approved - 8/29/2019
Robin Fenwick	Final Approval - 8/29/2019

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2019, by and between the COMMUNITY REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, (CRA), a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida, post office address: 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Halifax River Partners, LLC, a Florida limited liability company, whose mailing address is 1800 North U.S. Highway 1, Ormond Beach, Florida 32174, ("Licensee").

PREMISES

WHEREAS, the CRA is the owner of the property described in **Exhibit "A,"** attached hereto and made a part hereof by reference, hereinafter "Subject Property"; and

WHEREAS, the Licensee is the owner of property adjacent to the Subject Property which includes a 38 slip marina, graphically depicted in **Exhibit "B";** and

WHEREAS, the CRA recommended for approval the First Amendment to Riverwalk Amended and Restated Master Development Agreement (MDA Amendment) and the City Council did so approve said MDA Amendment which provides in part the temporary use of the Subject Property as graphically depicted in **Exhibit "A,"** for the purpose of temporary parking for the 38 slip marina, if reopened; and

WHEREAS, the Licensee hereby warrants to the CRA that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The CRA hereby grants to the Licensee a license to enter upon and to utilize a portion of the Subject Property known as, **3571 Ridgewood Avenue**, located and situated in Port Orange, Volusia County, Florida, for the purpose of temporary parking for the 38 slip marina, (hereinafter "Parking Area"), subject to the requirements set forth in the MDA Amendment and as approved by the City of Port Orange, Florida.

2. All improvements, uses, and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto and any other applicable laws.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and oversight of the Parking Area.

4. The Licensee agrees, upon thirty (30) days written notice from the CRA, to correct any deficiencies of the Parking Area which require maintenance and repair to be in compliance with all applicable laws. If no remedy is made within the specified time, the CRA reserves the right to terminate this License Agreement without further notice to the Licensee and at the sole cost and expense of the Licensee.

6. The CRA reserves the right to terminate this License Agreement in the event that the CRA needs to utilize the property for CRA or City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses or if Subject Property is transferred or conveyed from CRA ownership. The CRA shall endeavor to give at least ninety (90) days prior notice to the Licensee cease use of the Subject Property.

7. The Licensee agrees that no improvements shall be made or altered on the Subject Property except as agreed herein and as may be depicted on a City approved site plan or subsequently approved amendments thereto.

8. The License granted by this License Agreement shall be effective for a period of One year expiring September 21, 2020 or unless terminated in accordance with the provisions specified herein.

9. Any party may terminate this License Agreement upon giving ninety (90) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the CRA may maintain and repair the Parking Area and the CRA shall not be obligated to either maintain or repair the Parking Area and the CRA shall not be liable for either undertaking or failing to maintain or repair the Parking Area. All costs and expenses of the CRA resulting from maintenance or repair of the Parking Area, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the CRA jointly and severally against the Licensee. The CRA shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the Licensee, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The CRA shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein against the real property described in **Exhibit "B"**.

10. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the CRA to the Subject Property described herein and agrees never to deny such title or to claim title in the Licensee's name.

11. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. If the Licensee cease to be an active owner or developer of the project governed by the Amended and Restated Riverwalk Master Development Agreement recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement

recorded in Official Records Book _____, Page _____ recorded in the Public Records, Volusia County, Florida (MDA), the CRA shall have the immediate right to prohibit entry to the Parking Area for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the CRA of a new license agreement for the existing Improvements to remain on the Subject Property.

12. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the Improvements; and shall immediately repair any deviation from the site plan as approved by the City of Port Orange, Florida. The Licensee shall not claim any damages from the CRA for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the CRA's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the CRA a certificate of insurance identifying the CRA as an additional insured within ten (10) business days after City Council's approval of the MDA, referenced herein. The certificate of insurance shall be provided to the City of Port Orange Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the CRA may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the CRA, the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the CRA's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein or otherwise permitted by this License Agreement. The CRA shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

13. Licensee's failure to comply with the terms of the MDA as amended by the MDA Amendment, referenced herein, shall cause this License to terminate immediately and the CRA may prohibit access and use after thirty (30) days prior written notice to Licensee of their failure to comply with the terms of the MDA and this License Agreement shall be terminated immediately.

14. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: the COMMUNITY REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Halifax River Partners, LLC, a Florida limited liability company, 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 for the Licensee, or as otherwise designated in writing to all respective parties.

15. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

16. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

**COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER**

Printed Name:_____

Printed Name:_____

By:_____
Donald O. Burnette, Chairman

Printed Name:_____

Attest:_____
Robin L. Fenwick, MMC, City Clerk

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and who is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

LICENSEE:

HALIFAX RIVER PARTNERS, LLC

WITNESS:

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"
(Legal Description for Cardwell Parcel)

The Westerly 316 feet of the Southerly 1/2 of Lot 2, and the Westerly 316 feet of the Northerly 1/2 of Lot 3, all in Block 2, HAND TRACT, Port Orange, Florida, according to the plat thereof as recorded in Map Book 2, Page 185, of the Public Records of Volusia County, Florida, EXCEPTING THEREFROM that portion lying in U.S. Highway No. 1, as now established and in use.

Parcel ID. 6303-10-02-0030

Exhibit "B"

(Legal Description for lands owned by Halifax River Partners)

A PORTION OF LOTS 1, 2, AND 3, THOMAS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOTS 1 AND 2, TOGETHER WITH LOTS 2 THROUGH 4 AND A PORTION OF LOTS 5 AND 6, BLOCK 2, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LAND AND SUBMERGED LAND LYING EAST OF SAID LOTS 2 THROUGH 6, AND TOGETHER WITH A PORTION OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOT 1 AND TOGETHER WITH A PORTION OF BLOCK C, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE), A 100 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ROAD NO. 5, SECTION 7901-278 WITH THE NORTH LINE OF SAID BLOCK C, WILSON'S MAP OF PORT ORANGE; THENCE ALONG SAID EAST RIGHT OF WAY LINE N25°18'39"W, 306.43 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, N77°29'12"E, 337.91 FEET; THENCE N25°24'59"W, 74.27 FEET TO A POINT IN THE SOUTH LINE OF AFORESAID H.P. HAND TRACT; THENCE ALONG SAID SOUTH LINE, S89°12'06"W, 45.83 FEET; THENCE DEPARTING SAID SOUTH LINE, N25°16'50"W, 123.07 FEET TO THE NORTH LINE OF LOT 5, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE OF LOT 5, BLOCK 2, S75°10'03"W, 287.01 FEET TO THE EAST RIGHT OF WAY LINE OF AFORESAID STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE); THENCE ALONG SAID EAST RIGHT OF WAY LINE, N22°52'03"W, 200.43 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF (1/2) OF LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF LOT 2, N74°57'19"E, 142.16 FEET; THENCE N23°35'16"W, 50.41 FEET TO THE NORTH LINE OF SAID LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE, N75°00'39"E, 104.03 FEET; THENCE DEPARTING SAID NORTH LINE, N25°26'04"W, 101.96 FEET TO A POINT IN THE NORTH LINE OF AFORESAID LOT 3, THOMAS SUBDIVISION; THENCE N74°55'47"E ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG THE NORTH LINE OF LOT 1, SAID THOMAS SUBDIVISION AND THE EASTERLY EXTENSION THEREOF, 479.46 FEET TO THE CITY OF PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 1°52'13" WITH A CHORD BEARING S61°30'44"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID BULKHEAD LINE AND THE ARC OF SAID CURVE, 22.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 22°22'06" WITH A CHORD BEARING S57°49'05"E; THENCE CONTINUING ALONG SAID PORT ORANGE BULKHEAD LINE AND THE ARC OF SAID CURVE, 117.12 FEET TO THE INTERSECTION OF SAID BULKHEAD LINE WITH THE NORTH LINE OF A TIITF (TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND) LEASE, NUMBER 640003624 AS RECORDED IN OFFICIAL RECORDS BOOK 5922, PAGE 1350 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S75°01'03"W, 204.65 FEET; THENCE S34°12'08"E, 1.51 FEET; THENCE S19°14'08"E, 21.25 FEET; THENCE S01°00'57"E, 22.65 FEET; THENCE S56°43'50"E, 5.09 FEET; THENCE S20°01'49"E, 9.29 FEET; THENCE S09°34'22"E, 39.26 FEET; THENCE S29°57'06"E, 7.36 FEET; THENCE S51°56'05"E, 23.40 FEET; THENCE S45°54'51"E, 32.42 FEET TO A POINT IN THE SOUTH LINE OF SAID TIITF LEASE, NUMBER 640003624, SAID POINT ALSO LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID LINE, N74°47'53"E, 223.54 FEET TO A POINT ON THE AFORESAID PORT ORANGE BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE, S25°52'25"E, 100.56 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID NORTH LINE, S82°44'59"E, 33.31 FEET TO THE EAST LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID EAST LINE, S23°14'59"E, 42.00 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE S72°14'59"W ALONG SAID SOUTH LINE, 26.41 FEET TO A POINT IN AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°41'21" WITH A CHORD BEARING S12°49'37"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE AND BULKHEAD LINE, 103.09 FEET TO THE SOUTH LINE OF AFORESAID TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID SOUTH LINE, S64°37'53"W, 148.27 FEET; THENCE DEPARTING SAID SOUTH LINE, S55°53'47"W, 7.27 FEET; THENCE S42°09'17"W, 22.29 FEET; THENCE S24°16'07"W, 7.11 FEET; THENCE S77°19'19"W, 6.64 FEET; THENCE S24°41'40"E, 6.50 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID NORTH LINE, N64°45'24"E 179.09 FEET TO A POINT ON AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°44'56" WITH A CHORD BEARING S11°01'04"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 103.40 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 12°16'22" WITH A CHORD BEARING S14°51'48"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID BULKHEAD LINE, 149.94 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID SOUTH LINE, S64°36'55"W, 168.80 FEET TO A POINT IN THE NORTH LINE OF LOT 4, SAID DANIELS' ADDITION TO PORT ORANGE; THENCE ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF, S64°55'00"W 214.63 FEET; THENCE S25°21'49"E, 79.77 FEET; THENCE S64°49'03"W, 177.96 FEET; THENCE N25°14'04"W, 64.32 FEET TO THE NORTH LINE OF BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PG. 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE OF BLOCK "C", S89°21'35"W, 90.06 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 AND THE POINT OF BEGINNING. CONTAINING 11.904 ACRES, MORE OR LESS.

LESS AND EXCEPT THE CARDWELL PARCEL AS DESCRIBED IN **EXHIBIT "A"** OF THIS AGREEMENT, SAID PARCEL BEING KNOWN AS PARCEL ID. 6303-10-02-0030.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H15) Second Reading - Ordinance No. 2019-26 - PCD Rezoning/The Palms at Ashton Lakes PCD Master Development Agreement and Conceptual Development Plan (Case No. 19-65000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-26, to rezone ±18.72 acres from Cypress Head Planned Commercial Development (PCD) to The Palms at Ashton Lakes PCD and approval of The Palms at Ashton Lakes PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY:

UPDATE: After first reading, the Conceptual Development Plan (CDP) for the Palms at Ashton Lakes PUD (Exhibit 3 to Ord. 2019-26, sheet 2) was revised to reflect the restricted right turn out with signage and curbing as approved by the City Council on 8/20/19 and agreed to by the applicant.

Planning Commission Action (7/25/19): Recommended Approval

The applicant, NX Port Orange Owner LLC, requests to rezone ±18.72 acres from Cypress Head Planned Commercial Development (PCD) to The Palms at Ashton Lakes PCD and approval of The Palms at Ashton Lakes PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of S. Williamson Boulevard, south of Oakwater Lane. If approved, the Palms at Ashton Lakes MDA and CDP would establish the regulatory framework for the development of a 167-bed Assisted Living Facility (ALF) and a future commercial outparcel. There are no deviations from the development regulations in the Land Development Code (LDC) as part of the proposed MDA.

The subject property has been zoned for commercial uses since 1991 as part of the Cypress Head Planned Unit Development (PUD). In 1991, the City of Port Orange approved the MDA and CDP for the Cypress Head PUD that master planned approximately 713 acres, including the subject property, to be developed with residential and commercial uses. The MDA for the Cypress Head PUD states that the property east of the Williamson Boulevard and Oakwater Lane intersection is to be shown as "commercial" on the official zoning map. At the time that property is developed, commercial development requirements through a PCD or conventional commercial rezoning are to be established for each development parcel or tract. The proposed Palms at Ashton Lakes MDA and CDP is to establish the development requirements for commercial uses on the subject property as required in the MDA of the Cypress Head PUD.

Key aspects of the applicant's proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP):

- No deviations from site, dimensional, and architectural development regulations in the City's Land Development Code;
- Maintain existing conservation easements over wetlands that cover 6.37 acres of the 18.72-acre site, including a 200-foot-wide conservation easement along the entire east property line abutting residential lots in the Ashton Lake subdivision;

-
- The off-site Ashton Lakes subdivision entrance feature will remain; 25-foot-wide landscape buffer along Oakwater Lane and 50-foot-wide landscape buffer along Williamson Boulevard;
 - Full access driveways into the site from Oakwater Lane and Williamson Boulevard along with construction of a left and right-turn lane into the Williamson Boulevard driveway; and
 - Enhanced pedestrian crosswalk signage and pavement at the Oakwater Lane and Williamson Boulevard access drives

The proposed The Palms at Ashton Lakes PCD is consistent with components of Smart Growth, as it is an infill development of a vacant parcel within an existing built area that is already served by public infrastructure (water, sewer, reclaimed water, and roads). The proposed PCD provides health care accommodation options for the aging and future commercial uses to serve the surrounding community. The development includes a sidewalk network that connects to Williamson Boulevard and Oakwater Lane to promote walking and biking to established and proposed residential, commercial, office, and services along the S. Williamson Boulevard corridor.

The Staff Development Review Committee (SDRC) has reviewed the MDA and CDP for compliance with the LDC and other regional, state, and national standards.

The staff report is attached for additional detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-26 PUD Rezoning The Palms at Ashton Lakes	Ord. No. 2019-26 PUD Rezoning The Palsm at Ashton Lakes.pdf
2.	Exhibit 1 to Ord. No. 2019-26	Exhibit 1.pdf
3.	Exhibit 2 to Ord. No. 2019-26	Exhibit 2.pdf
4.	Revised Exhibit 3 to Ord. No. 2019-26_ The Palms at Ashton Lakes MDA and CDP	Revised Exhibit 3 to Ord. No. 2019-26_ The Palms at Ashton Lakes MDA and CDP.pdf
5.	Staff Report	CC Staff Report_Palms at Ashton Lakes PCD.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/20/2019
Final Approval - 8/30/2019

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
PROPERTY CONSISTING OF APPROXIMATELY
±18.72 ACRES LOCATED ON THE EAST SIDE OF
S. WILLIAMSON BOULEVARD, SOUTH OF
OAKWATER LANE FROM CYPRESS HEAD
PLANNED COMMERCIAL DEVELOPMENT (PCD)
TO THE PALMS AT ASHTON LAKES PCD AND
APPROVING A MASTER DEVELOPMENT
AGREEMENT AND CONCEPTUAL DEVELOPMENT
PLAN FOR THE PALMS AT ASHTON LAKES PCD;
PROVIDING FOR CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY AND PROVIDING
AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±18.72 acres from The Palms at Ashton Lakes PCD; and

WHEREAS, the City and Developer desire to enter into The Palms at Ashton Lakes PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for The Palms at Ashton Lakes PCD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed The Palms at Ashton Lakes PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±18.72 acres located on the east side of S. Williamson Boulevard, south of Oakwater Lane described in **Exhibit "1"**, attached hereto, from The Palms at Ashton Lakes PCD.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve The Palms at Ashton Lakes PCD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said The Palms at Ashton Lakes PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

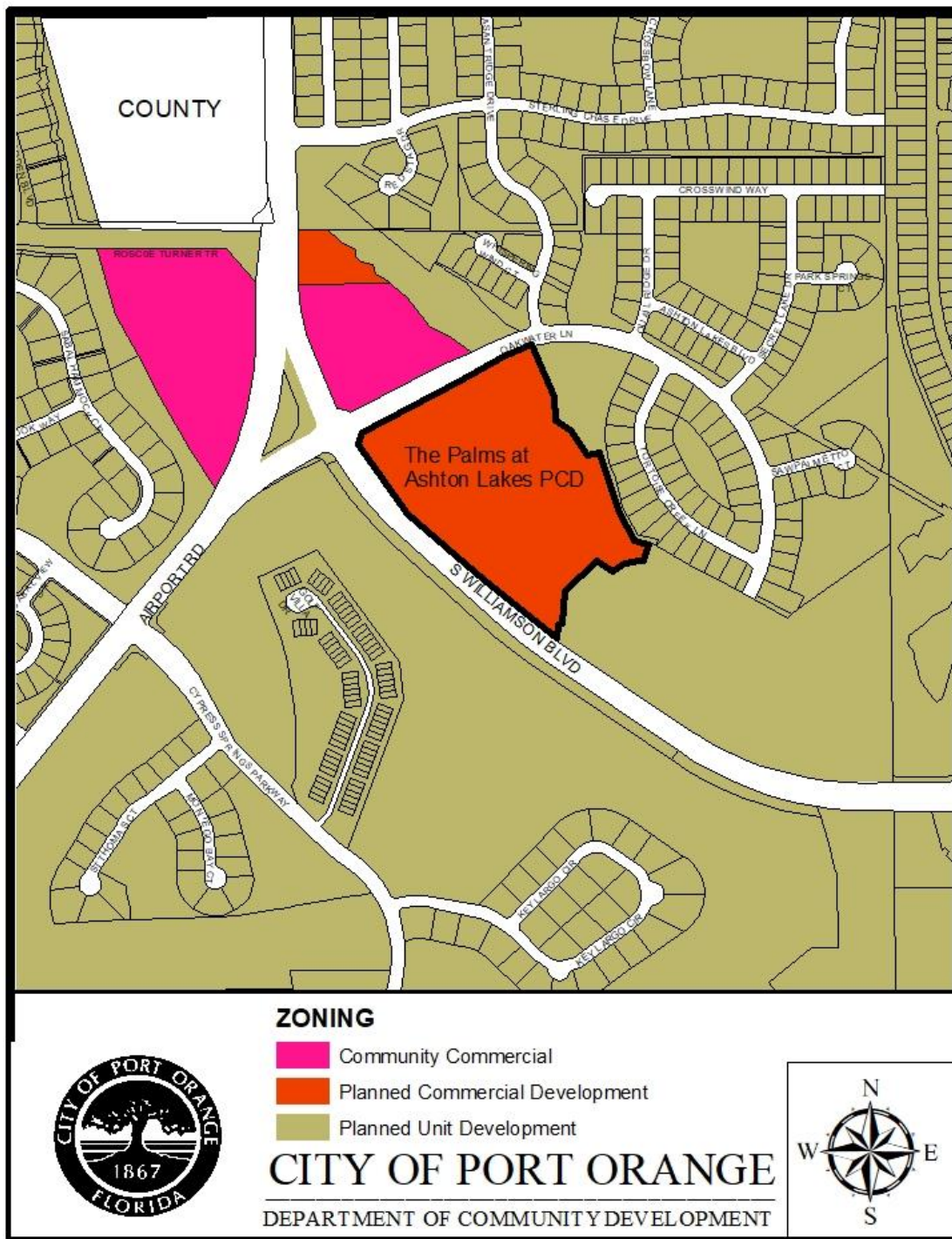
LEGAL DESCRIPTION

BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 32. TOWNSHIP, 16 SOUTH, RANGE 33 EAST. VOLUSIA COUNTY, FLORIDA. BEING PARTICULAR DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE SOUTH 19 DEGREES 35 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1006.41 FEET TO THE MOST WESTERLY AND SOUTHERLY CORNER OF ASHTON LAKE PHASE 1, AT CYPRESS HEAD AS RECORDED IN MAP BOOK 48, PAGES 2 THROUGH 4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE WEST RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS PLATTED ON MAP OF CYPRESS HEAD, PHASE 1-A, AS RECORDED IN MAP BOOK 44, PAGES 36 THROUGH 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 25 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 4.98 FEET; THENCE NORTH 15 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 50.49 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OAKWATER LANE AS PLATTED ON SAID ASHTON LAKE, PHASE 1, AT CYPRESS HEAD; THENCE NORTH 62 DEGREES 37 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.63 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 54 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 228.42 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 47 SECONDS, A CHORD BEARING OF NORTH 69 DEGREES 17 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 160.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 160.56 FEET TO THE WEST BOUNDARY OF ASHTON LAKE, PHASE III, AT CYPRESS HEAD, AS RECORDED IN MAP BOOK 49, PAGE 162 THROUGH 163, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID WEST BOUNDARY SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 10.02 FEET; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 87.33 FEET; THENCE SOUTH 24 DEGREES 40 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 130.64 FEET; THENCE SOUTH 06 DEGREES 29 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 120.28 FEET; THENCE SOUTH 59 DEGREES 41 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 90.55 FEET; THENCE SOUTH 32 DEGREES 27 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 112.80 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 50.53 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 106.62 FEET; THENCE SOUTH 13 DEGREES 20 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 149.31 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 151.76 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 77.23 FEET; THENCE SOUTH 15 DEGREES 25 MINUTES 58 SECONDS WEST LEAVING THE SAID WEST BOUNDARY OF ASHTON LAKE PHASE III, FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 62.85 FEET; THENCE SOUTH 67 DEGREES 12 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 81.10 FEET; THENCE NORTH 57 DEGREES 23 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 77.14 FEET; THENCE SOUTH 43 DEGREES 58 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 206.95 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 127.85 FEET; THENCE SOUTH 67 DEGREES 28 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 29.34 FEET; THENCE SOUTH 09 DEGREES 26 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 58.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID WILLIAMSON BOULEVARD (A 100' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 53 SECONDS, A CHORD BEARING OF NORTH 51 DEGREES 11 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 329.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 329.73 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 47 DEGREES 56 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 499.88 FEET TO THE POINT OF CURVE CONCAVE EASTERLY AND TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 29 SECONDS, A CHORD BEARING OF NORTH 39 DEGREES 32 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 408.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 410.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18.72 ACRES MORE OR LESS.

Exhibit “2”



Return recorded document to:
City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**MASTER DEVELOPMENT AGREEMENT FOR
THE PALMS AT ASHTON LAKES PLANNED COMMERCIAL
DEVELOPMENT (PCD)**

This Planned Commercial Development Master Development Agreement is hereby entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter “City”); James and James Development, Inc., a Florida profit corporation, whose address is 794 Sanders Rd., Ste. 1, Port Orange, FL 32127 (hereinafter referred to as the “Property Owner”); and NX Port Orange Owner LLC, whose mailing address is 1550 Market Street, Suite 200, Denver, CO 80202 (hereinafter “Developer”), hereby agree and covenant, and bind their successors and assigns as follows:

1. PURPOSE OF AGREEMENT:

The purpose of this Master Development Agreement (“MDA”) is to provide a comprehensive development plan for the subject property as defined below. This Master Development Agreement is approved pursuant to Chapter 17, Section 18 of the Land Development Code, unless amended herein.

2. THE PROPERTY:

The property that is subject to this Master Development Agreement (hereinafter “Agreement”) consists of approximately 18.72 +/- acres of real property located on S. Williamson Blvd. & Oakwater Lane, within the municipal limits of the City of Port Orange and further described on Exhibit “A”, which is attached hereto and by reference made a part hereof (the “Property”). The Property is under unified ownership of James and James Development, Inc., and is under contract with the Developer, both of whom are signatories to this Agreement.

3. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City’s comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

4. DEVELOPMENT:

A. The Property shall generally be developed as a 167-unit Assisted Living Facility with a commercial outparcel according to the Agreement and as depicted on the Conceptual

Development Plan (CDP) prepared by Upham, Inc., which is attached hereto and incorporated herein as **Exhibit "B"** and as more particularly described herein. The development of the Property will require the approval of a site plan and/or subdivision plat and plans application, which shall be reviewed in accordance with this Agreement and the Land Development Code.

- B. Developer may subdivide the future commercial outparcel in compliance with the dimensional requirements provided in this MDA and with the subdivision requirements of the Land Development Code.

5. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

- A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which depicts the planned layout of improvements to the Property. To the extent actual buildings and other improvements are shown on the CDP, they are shown only for illustrative purposes. Developers shall be permitted to relocate or reconfigure buildings, other improvements and uses so long as the changes are otherwise consistent with this Agreement. The CDP depicts possible layouts for the Property. Either of the respective layouts, or one not currently presented, may ultimately be developed on the Property, so long as the chosen layout complies with this Agreement and the development parameters found herein, and is subject to review and approval of all necessary site plans and related permits. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a subject or code requirements, the requirements of the applicable City ordinance(s), as defined by the City's Land Development Code ("LDC"), shall control.
- B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

6. PHASING:

Development of the Property is intended to occur in one or more phases, as the market dictates and at the sole discretion of Developer. Each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, to stand alone, with the support of previous built phases. Each phase shall be built to be consistent with

applicable City standards and this Agreement. Permits for development of phases or sub-phases shall be submitted for approval through the City's Final Site Plan and/or Subdivision Plat and Plan process.

7. PERMITTED USES:

The usage of the property may include the following:

A. Type of Use:

- (1) The property described on Exhibit "A" & depicted on Exhibit "B" shall be authorized to include the following uses:
 - (a) Assisted Living Facilities ("ALF")
 - (b) Permitted Uses, Permitted Uses with special Development Requirements, and Special Exception Uses allowed in the Community Commercial (CC) zoning district, as amended from time to time.
- (2) The following uses in the Community Commercial (CC) zoning districts are prohibited:
 - (a) Motor vehicle service stations
 - (b) Convenience stores with or without fuel operations
 - (c) Bars, lounges, and night clubs
 - (d) Fortune tellers, astrologers, and palm readers
 - (e) Funeral Homes
 - (f) Game/recreation facilities
 - (g) Marina, recreational
 - (h) Motor vehicle and boat storage facilities
- (3) Assisted Living Facility or ALF shall refer to a facility, for more than three persons unrelated to the owner, where shelter and services are provided and may include meals, housekeeping, medical and personal care assistance. An ALF may also include Memory Care Facilities ("MCF") designed to care for persons who are experiencing the effects of Alzheimer's, dementia or other medically diagnosed cognitive impairment. Independent Living Facilities ("ILF") that provide shelter and services such as meals, housekeeping, limited medical and personal care assistance may also be included in an ALF development provided that the ALF and MCF uses are the predominant use and the facility has a business tax receipt issued by the City for an ALF.

8. DIMENSIONAL REQUIREMENTS: The Property shall be subject to the following dimensional requirements:

- A. Maximum Building Height: 45 feet
- B. Perimeter Setbacks: 25 feet
- C. Internal Property Line Setbacks: 10 feet
- D. Maximum number of building lots: 2 lots
- E. Minimum Lot Size: .75 acre
- F. Minimum Lot Width: 150 feet
- G. Maximum Building Coverage: .20 FAR
- H. Minimum Open Space: 30%
- I. All other dimensional criteria shall be as set forth on the Conceptual Development Plan attached as **Exhibit “B”**. Any dimensional standard not set forth on **Exhibit “B”** shall conform to the requirements set forth in the CC zoning district.

9. LANDSCAPE BUFFER:

A. Perimeter Landscape Buffer Widths:

- 1. Williamson Boulevard - 50 feet
- 2. Oakwater Lane - 25 feet
- 3. South Perimeter Buffer - 10 feet
- 4. East Perimeter Buffer - Equal to the width of the Conservation Easement per O.R. Book 3775, Page 4501 and any Required wetland buffer.

B. All Perimeter Landscape Buffers will be planted to meet the intensity standards set forth in Chapter 13, Section 3 of the Land Development Code.

10. ARCHITECTURAL/DESIGN STANDARDS:

All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC. Buildings within the PCD shall be architecturally consistent and compatible with each other, with the overall architectural theme established by the structure that is developed first on the Property. Coordination of the architectural appearance may include consistent roof design and materials, wall finishes and colors and other significant architectural details and elements. Accessory structures such as dumpster enclosures, canopies and freestanding signs shall be designed to be compatible with the primary structures. The preliminary building elevations attached as Exhibit “C” shall serve as guidelines for the appearance of structures in the PCD, subject to final review and approval as part of the City site plan review process.

11. PARKING LOT:

- A. Parking for the commercial outparcel shall be provided at a rate of 1 space per every 250 square feet of building area. A parking ratio for an ALF is not listed in the Land

Development Code, so per Chapter 12, Section 4(b)(2) of the Land Development Code, the parking ratios for the ALF shall be as set forth below:

Proposed Parking Ratios

Unit Type	Number of Units	Spaces per Unit	Number of Spaces
Independent Living	83	.75	63
Assisted Living	60	.7	42
Memory Care	24	.7	17
Total	167	.73	122

- B. All required parking spaces and bicycle spaces, parking lot design, parking space dimensions, access drive width and design shall be developed in compliance with the Land Development Code (LDC) as may be amended from time to time.

12. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

- A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.
- B. Stormwater management shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.

13. SIGNAGE:

Except as provided herein, signage for the property shall be provided in compliance with the Land Development Code, as amended from time to time. The Ashton Lakes community entrance sign located at the southeast corner of Williamson Boulevard and Oakwater Lane shall be considered a permissible off-premises sign and may be maintained in the current location as provided in the Easement Agreement recorded at Official Record Book 5641, Page 3386 of the Public Records of Volusia County, Florida.

14. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES:

- A. If the Property is subdivided, the Developer shall form and incorporate a Property Owner Association (the "POA") or enter into an agreement to govern the continued operation and maintenance of common areas, and common facilities on the Property, including but not limited to all access drives, sidewalks, common open space, stormwater, utilities, etc. Prior to approval of a subdivision plat the POA covenants and restrictions or agreement shall be reviewed and approved by City.
- B. If the Property is not subdivided, the Developer shall maintain the Property according to the LDC.

15. ENVIRONMENTAL CONSIDERATIONS:

The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Land Development Code may necessitate modification of the CDP. Both during and after construction, the developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. Compliance with the environmental preservation code may necessitate modification of the conceptual plan. [LDC, Ch. 17, Sec. 18(g)(3)(k)].

16. EFFECTIVE DATE AND EXPIRATION:

- A. This Agreement shall be effective upon recording by the City at the Developer's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for MDA shall not take place until the Developer has provided an executed copy of the MDA to the City Attorney's Office addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.
- B. The Initial phase of development of the Property shall commence within three (3) years from the effective date unless extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

17. AMENDMENTS

- A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Developer's or its successor in interest cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - 3. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes permitted, conditional, and/or prohibited uses proposed.
 - b. Changes in building intensities and/or height proposed.
 - 4. All notices shall specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH LAWS

The Developer agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

19. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

20. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Developer(s).

21. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

IN WITNESS, WHEREOF, the parties have executed this Master Development Agreement by and through their duly authorized representatives, on the respective dates below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed name

Printed name

Printed name

Printed name

By: _____

Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, Florida 32129

Attest _____

Robin L. Fenwick, CMC, City Clerk
1000 City Center Circle
Port Orange, Florida 32129

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

Notary Public

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Robin L. Fenwick, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

(Seal)

Notary Public

WITNESSES:

**NX PORT ORANGE OWNER LLC,
Developer**

By: _____

Printed Name

Date: _____

By: _____

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____,
201__, by _____. He/she is personally known to me or has provided
_____ as identification and did not take an oath.

Notary Public

Type, Print or Stamp Name

My Commission Expires: _____

EXHIBIT "A" – LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP, 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING PARTICULAR DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE SOUTH 19 DEGREES 35 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1006.41 FEET TO THE MOST WESTERLY AND SOUTHERLY CORNER OF ASHTON LAKE PHASE 1, AT CYPRESS HEAD AS RECORDED IN MAP BOOK 48, PAGES 2 THROUGH 4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE WEST RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS PLATTED ON MAP OF CYPRESS HEAD, PHASE 1-A, AS RECORDED IN MAP BOOK 44, PAGES 36 THROUGH 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 25 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 4.98 FEET; THENCE NORTH 15 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 50.49 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OAKWATER LANE AS PLATTED ON SAID ASHTON LAKE, PHASE 1, AT CYPRESS HEAD; THENCE NORTH 62 DEGREES 37 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.63 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 54 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 228.42 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 47 SECONDS, A CHORD BEARING OF NORTH 69 DEGREES 17 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 160.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 160.56 FEET TO THE WEST BOUNDARY OF ASHTON LAKE, PHASE III, AT CYPRESS HEAD, AS RECORDED IN MAP BOOK 49, PAGE 162 THROUGH 163, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID WEST BOUNDARY SOUTH 13 DEGREES 30 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 10.02 FEET; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 87.33 FEET; THENCE SOUTH 24 DEGREES 40 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 130.64 FEET; THENCE SOUTH 06 DEGREES 29 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 120.28 FEET; THENCE SOUTH 59 DEGREES 41 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 90.55 FEET; THENCE SOUTH 32 DEGREES 27 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 112.80 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 50.53 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 106.62 FEET; THENCE SOUTH 13 DEGREES 20 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 149.31 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 151.76 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 77.23 FEET; THENCE SOUTH 15 DEGREES 25 MINUTES 58 SECONDS WEST LEAVING THE SAID WEST BOUNDARY OF ASHTON LAKE PHASE III, FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 62.85 FEET; THENCE SOUTH 67 DEGREES 12 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 81.10 FEET; THENCE NORTH 57 DEGREES 23 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 77.14 FEET; THENCE SOUTH 43 DEGREES 58 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 206.95 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 127.85 FEET; THENCE SOUTH 67 DEGREES 28 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 29.34 FEET; THENCE SOUTH 09 DEGREES 26 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 58.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID WILLIAMSON BOULEVARD (A 100' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 53 SECONDS, A CHORD BEARING OF NORTH 51 DEGREES 11 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 329.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 329.73 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 47 DEGREES 56 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 499.88 FEET TO THE POINT OF CURVE CONCAVE EASTERLY AND TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 29 SECONDS, A CHORD BEARING OF NORTH 39 DEGREES 32 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 408.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 410.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18.72 ACRES MORE OR LESS.

EXHIBIT “B” – Conceptual Development Plan

PROJECT TEAM:

- DEVELOPER:**
NX PORT ORANGE OWNER LLC
1621 18th STREET
SUITE 250
DENVER, CO 80202
PHONE: 303.244.0700

- ENGINEER / SURVEYOR /
LANDSCAPE ARCHITECT:**

- LANDSCAPE ARCHITECT:**
UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE: 386.672.9515

- ARCHITECT:

- TRAFFIC ENGINEER:**
LASSITER TRANSPORTATION GROUP
1450 W. GRANADA BOULEVARD
SUITE 2
ORMOND BEACH, FL 32174
PHONE: 386.257.2571

- MAY 22, 2019
REVISED JUNE 12, 2019
REVISED AUGUST 27, 2019

INDEX OF SHEETS

SHEET No.	DESCRIPTION
CDP-1	COVER SHEET
CDP-2	CONCEPTUAL DEVELOPMENT PLAN
CDP-3	BOUNDARY EXHIBIT AND LEGAL DESCRIPTION

7. SETBACK:	BUILDING	LANDSCAPE	
FRONT (WILLIAMSON BLVD.)	90 FEET	50 FEET	
N SIDE (OAKWATER LN.)	25 FEET	25 FEET	
S SIDE (ASHTON LAKES)	100 FEET	10 FEET	
REAR (EAST)	200 FEET	200 FEET	
8. DEVELOPMENT COVERAGE:		ACRE	%
DEVELOPABLE AREA		6.55	35%
MAXIMUM IMPERVIOUS AREA		5.80	31%
STORMWATER POND / OPEN SPACE / BUFFERS			
CONSERVATION AREA		6.37	34%
TOTAL SITE AREA		18.72	100%

- | | | |
|----|---------------------------|---|
| 9. | MAXIMUM BUILDING HEIGHT | 45 FEET (PLUS 10 FT FOR ARCHITECTURAL FEATURES) |
| | MAXIMUM BUILDING COVERAGE | 0.20 FAR |

- 10. MINIMUM PARKING REQUIREMENTS:**

- ADULT CONGREGATE LIVING FACILITY
- | | |
|--------------------|-------------------|
| INDEPENDENT LIVING | 0.75 SPACE / UNIT |
| ASSISTED LIVING | 0.70 SPACE / UNIT |
| MEMORY CARE | 0.70 SPACE / UNIT |
- (CONSIDERS 1 SPACE / EMPLOYEE AT LARGEST SHIFT)

- COMMERCIAL / PROFESSIONAL: (1 / 250 SF) PARKING SPACES

- STANDARD SPACE 9' WIDE



CONCEPTUAL

DEVELOPMENT PLAN

REVISIONS		
DATE	DESCRIPTION	
6/12/19	REV PER 6/11 SDRG	
	COMMENTS	
8/27/19	REV PER 8/20 CITY	
	COUNCIL COMMENTS	



COVER SHEET
THE PALMS AT ASHTON LAKES
S. WILLIAMSON BLVD. AND OAKWATER LANE
PORT ORANGE, FLORIDA

PROJECT NO:	150211
DATE:	MAY 22, 2018
DESIGN BY:	RWS
DRAWN BY:	HMT
CHECKED BY:	RWS
SCALE:	AS SHOWN
SHEET NUMBER	

CDP-1

VICINITY MAP

SCALE: 1" = 300'

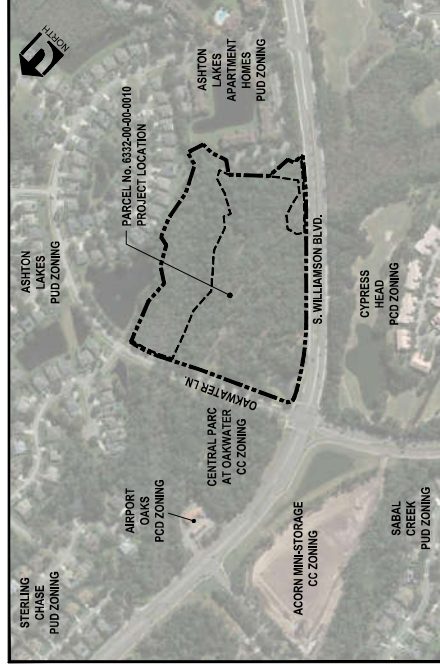


EXHIBIT B

CDP-1

--	--	--	--	--	--	--



IS DRAWING IS THE PROPERTY OF UP-AM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF UP-AM, INC. COPYRIGHT 2003



SHEET NUMBER:

1

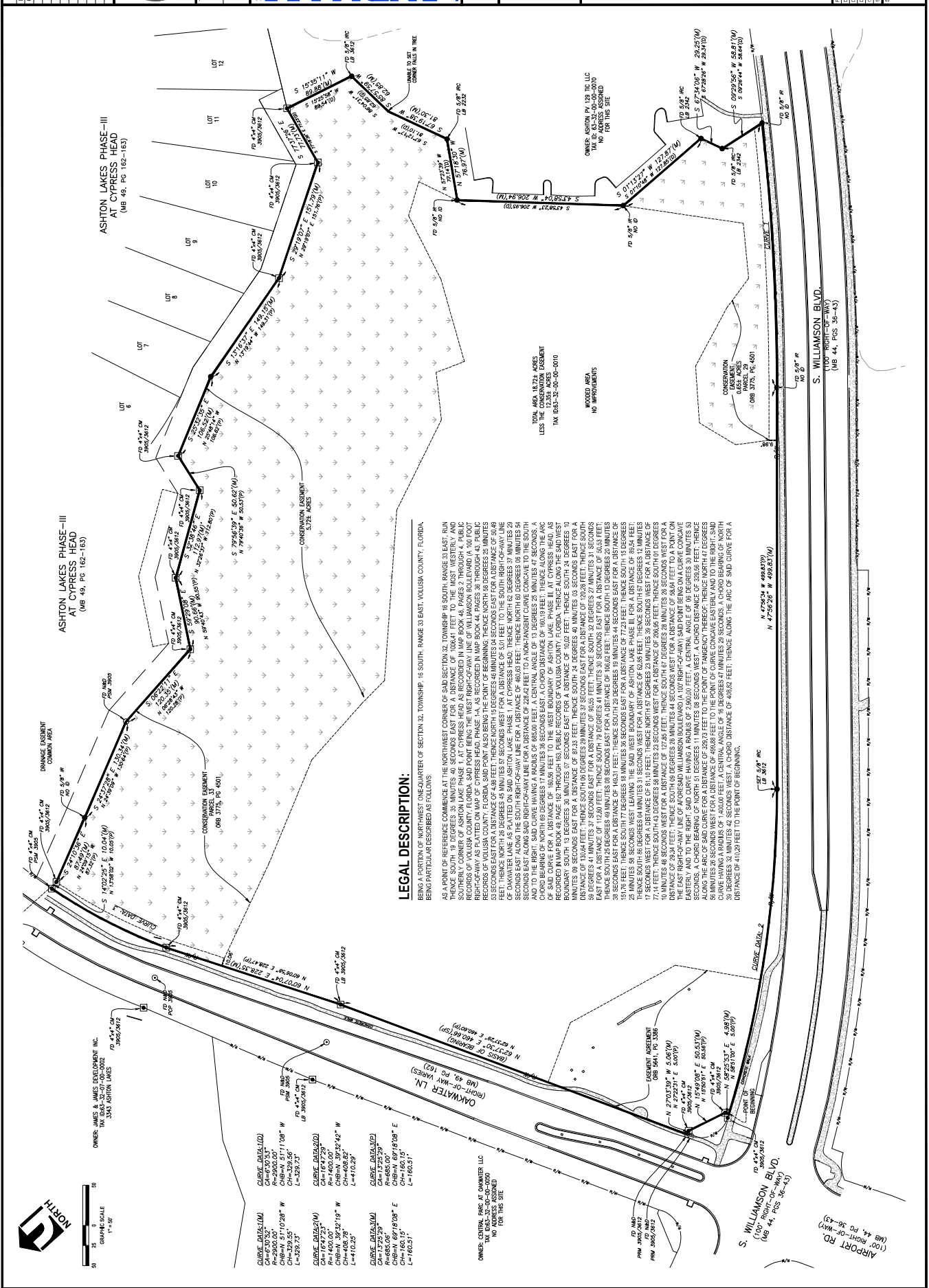
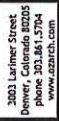


EXHIBIT "C" –Exterior Building Elevations



EXPERIENCE LIVING AT PORT ORANGE
S. WILLIAMSON BLVD & OAKWATER LANE
PORT ORANGE, FLORIDA

PROJ. NO. 116040.00
DRAWN: OZ
CHECKED: OZ
APPROVED: JAM
DATE: 2019-06-03

© OZ ARCHITECTURE

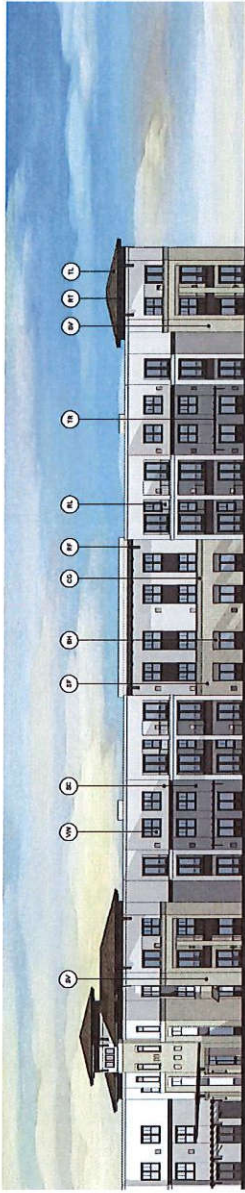
EXPERIENCE LIVING AT
PORT ORANGE
ISSUED FOR
SCHEMATIC DESIGN

SHEET TITLE:
BUILDING ELEVATIONS

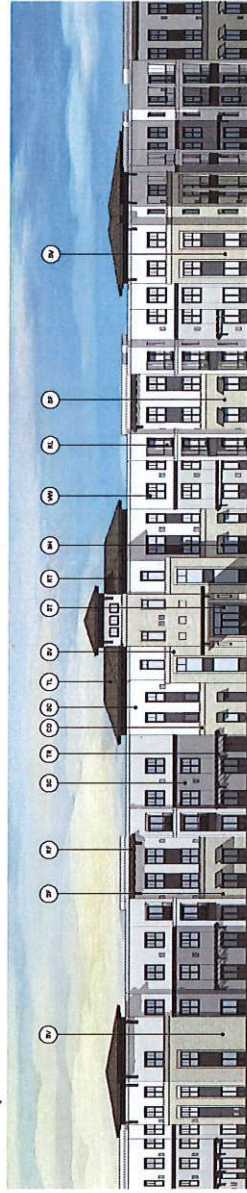
SCALE: As indicated
SHEET NUMBER:

A-201

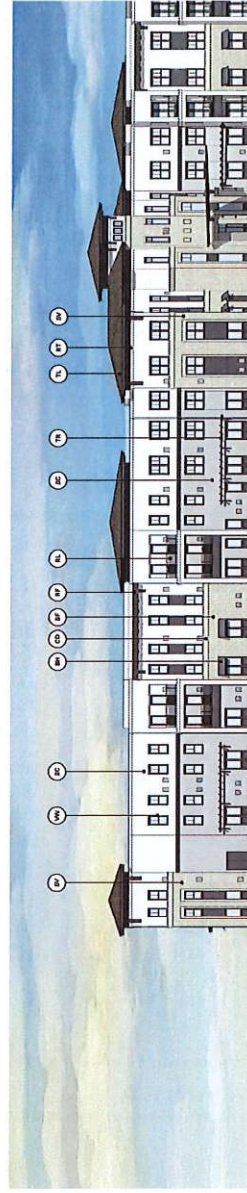
EXHIBIT C



3 IL WING FRONT ELEVATION
1/16" = 1'-0"



2 CENTRAL WING FRONT ELEVATION
1/8" = 1'-0"



1 AL WING FRONT ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION LEGEND	
(A)	BANANA SHUTTER
(B)	PRECAST CONCRETE
(C)	ACCENT ROOF & BRACKETS
(D)	METAL BALING
(E)	EXPOSED RAFTER TAILS
(F)	STUCCO
(G)	SPLIT-FACE MASONRY VENEER
(H)	ALUMINUM STONEPOINT
(I)	STONE VENEER
(J)	ASPHALT SHINGLE ROOF
(K)	ACCENT TRELLIS
(L)	VINYL WINDOW



OZ
ARCHITECTURE
 3003 Larimer Street
 Denver, Colorado 80205
 Phone 303.841.5704
www.ozarch.com

EXPERIENCE LIVING AT PORT ORANGE

S. WILLIAMSON BLVD & OAKWATER LANE

PORT ORANGE, FLORIDA

PROJ. NO. 119040.00
 DRAWN BY OZ
 CHECKED BY OZ
 APPROVED BY AM
 DATE 2016-06-03

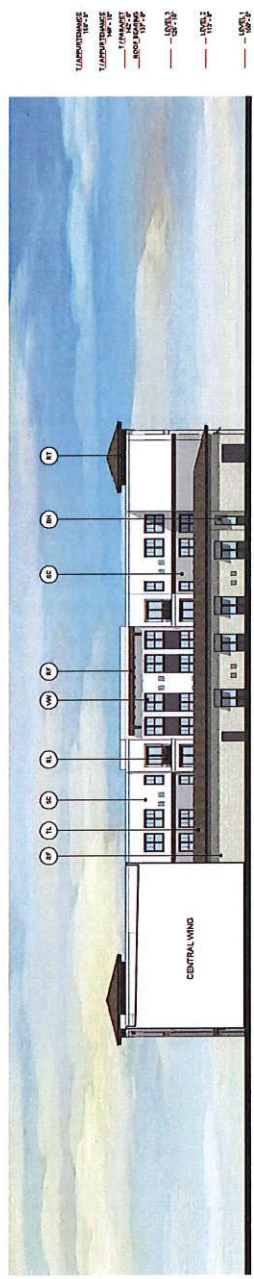
OZ ARCHITECTURE
 EXPERIENCE LIVING AT
 PORT ORANGE
 ARCHITECTURAL
 SCHEMATIC DESIGN

SHEET TITLE
 BUILDING ELEVATIONS
 SCALE As needed
 PROJECT NO. 119040.00

A-202

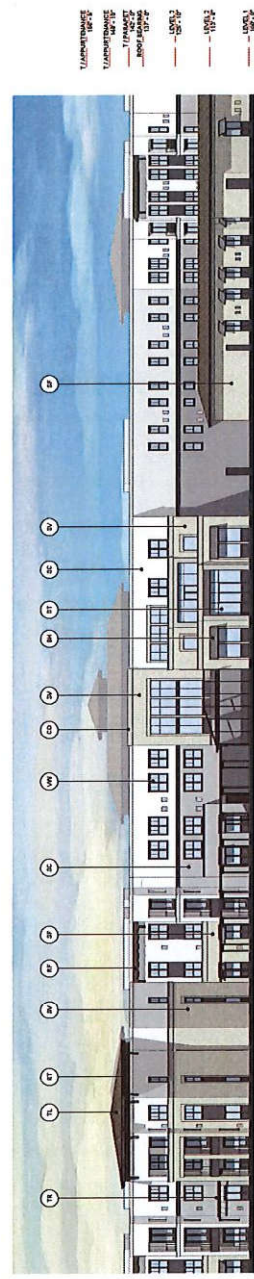
EXTERIOR ELEVATION LEGEND

(A)	BANANA SHUTTER
(B)	PRECAST CONCRETE
(C)	ACCENT ROOF & BRACKETS
(D)	METAL RAINING
(E)	EXPOSED RAFTER TAILS
(F)	STUCCO
(G)	SPILT-FACE MASONRY VENEER
(H)	ALUMINUM STOREFRONT
(I)	STONE VENEER
(J)	ASPHALT SHINGLE ROOF
(K)	ACCENT TRELLIS
(L)	VINYL WINDOW



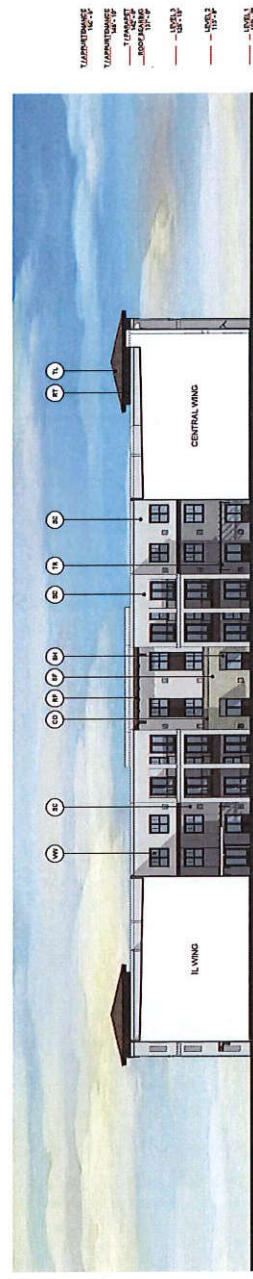
3 AL WING REAR ELEVATION

1/8" = 1'-0"



2 CENTRAL WING REAR ELEVATION

1/8" = 1'-0"



1 IL WING REAR ELEVATION

1/8" = 1'-0"



STAFF REPORT

PCD Rezoning / The Palms at Ashton Lakes Master
Development Agreement and Conceptual Development Plan
CASE NO. 19-65000001

REQUEST:	Approve rezoning of ±18.72 acres to The Palms at Ashton Lakes Planned Commercial Development (PCD) and the Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
LOCATION:	Southeast corner of S. Williamson Boulevard and Oakwater Lane (6241 S. Williamson Boulevard)
OWNER:	James and James Development, Inc.
APPLICANT:	NX Port Orange Owner LLC
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (July 25, 2019)
CITY COUNCIL:	August 20, 2019

INTRODUCTION:

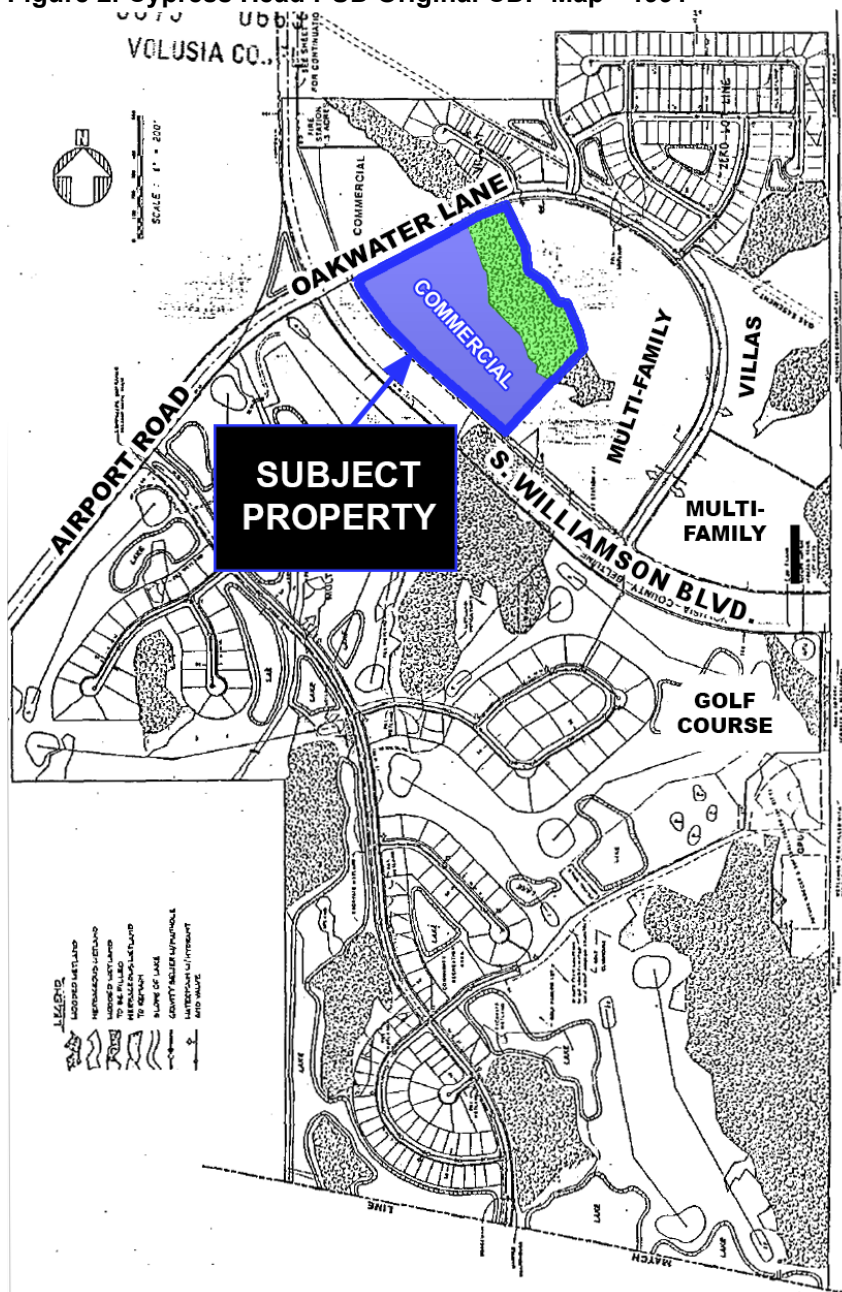
The applicant, NX Port Orange Owner LLC, requests to rezone ±18.72 acres from Cypress Head Planned Commercial Development (PCD) to The Palms at Ashton Lakes PCD and approval of The Palms at Ashton Lakes PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property with a 167-bed assisted living facility (ALF) and a future commercial outparcel. The subject property is located on the east side of S. Williamson Boulevard, south of Oakwater Lane. (Figure 1 - Location Map).

Figure 1. Location Map



Currently, the ±18.7-acre subject property is zoned for commercial uses and is part of the Cypress Head Planned Unit Development (PUD). In 1991, the City of Port Orange approved the MDA and CDP for the Cypress Head PUD that master planned approximately 713 acres to be developed with residential and commercial uses. The MDA for the Cypress Head PUD states that the property east of the Williamson Boulevard and Oakwater Lane intersection is to be shown as “commercial” on the official zoning map. At the time that property is developed, commercial development requirements through a PCD or conventional commercial rezoning are to be established for each development parcel or tract. The proposed Palms at Ashton Lakes MDA and CDP is to establish the development requirements for commercial uses on the subject property as required in the MDA of the Cypress Head PUD.

Figure 2. Cypress Head PUD Original CDP Map - 1991



The subject property is currently vacant and includes the entrance feature for the Ashton Lakes subdivision. In 2005, when Phase 1 of the Ashton Lakes subdivision was developed, the northwest corner of the subject property was set aside for the Ashton Lakes entrance feature and an easement was recorded over this area for maintenance of the sign by the Ashton Lakes HOA (OR Book 5641 Page 3386). The Palms at Ashton Lakes MDA includes language to ensure the continued preservation of that area as the Ashton Lakes subdivision entrance feature and continued maintenance of the sign by the HOA as per the existing easement. The subject property also has existing conservation easements over 6.37 acres of existing wetlands; there is a 200-foot-wide conservation easement along the east property line and at the southwest corner of the property that will continue to remain vacant and wooded.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of lots, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, parking lot design, and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for The Palms at Ashton Lakes PCD is required to be designed to meet the requirements of the LDC and the proposed MDA.

CONSISTENCY WITH COMPREHENSIVE PLAN

The current Future Land Use (FLU) designation of approximately 12.35 acres of the 18.72-acre subject property is *Commercial*. The remaining 6.37 acres of the subject property has a FLU designation of *Conservation* (See Exhibit 1). The area that is designated as *Conservation* is currently covered by an existing conservation easement dedicated to the St. Johns River Water Management District and will remain undeveloped. The PCD zoning designation and MDA and CDP are consistent with the *Commercial* and *Conservation* FLU designations. The proposed CDP outlines the area to be developed as commercial and the area to remain natural with the conservation area designation and no development plans. The current FLU and zoning of the subject property and adjacent properties are identified on Exhibits 1 and 2.

The proposed The Palms at Ashton Lakes PCD is an infill development of a vacant parcel within an existing built area (see Figure 4 on Page 4) that is already served by public infrastructure (water, sewer, roads, etc.). The subject property is located at a Community Commercial node as designated in the City's Comprehensive Plan [Future Land Use Element, Policy 3.2.1]. According to the City's Comprehensive Plan,

Community Commercial nodes are designated to serve the general shopping and service needs of an area within an approximately ± 2 -mile radius of the node. The proposed PCD provides a mixture of health care accommodation options for the aging community and future commercial to serve the surrounding residential subdivisions. Furthermore, the City's Comprehensive Plan Smart Growth objectives encourage a mix of land uses by developing areas of infill or underutilized vacant land within the City [Future Land Use Element, Policy 1.2.4 and 2.3.8]. Additionally, by preserving the existing conservation areas on the property, the proposed development promotes environmental protection and reduced natural resource consumption [Future Land Use Element, Policy 1.2.8].

Figure 4. Aerial Location Map of Infill Development Site



DEVELOPMENT PROPOSAL

If approved, The Palms at Ashton Lakes Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) will provide the regulatory framework for the development of the subject property with a 167-bed Assisted Living Facility (ALF) and a future commercial outparcel (Exhibit 3). The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas. There are no deviations from the development regulations in the LDC as part of the proposed MDA. The applicant chose to use the existing Planned Commercial Development (PCD) zoning and establish The Palms at Ashton Lakes PCD MDA rather than conventional zoning to clearly identify the limited uses to be permitted on the property.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the proposed assisted living facility, future commercial outparcel, stormwater improvements, tree preservation areas, existing Ashton Lakes entry feature, sidewalks, conservation area, access off Oakwater Lane and Williamson Boulevard, landscape buffers and parking areas (Figure 5 of the Staff Report and Exhibit B of the MDA).

Figure 5. Proposed The Palms at Ashton Lakes PUD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the development. The proposed maximum building coverage, minimum open space, building setbacks, and building height are generally based on similar City standard commercial zoning districts (see Table 1).

Table 1. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Williamson Boulevard Bldg. Setback	Side Bldg. Setback	Oakwater Lane Bldg. Setback	Rear Bldg. Setback	Maximum Height
The Palms at Ashton Lakes PCD	20%	30%	50 ft.	25 ft.	25 ft.	25 ft.*	45 ft.
PCD	35%	30%	50 ft.	-	10 ft.	-	45 ft.
CC	35%	30%	50 ft.	15 ft.	10 ft.	25 ft.	45 ft.
ORT	35%	30%	50 ft.	10 ft.	10 ft.	25 ft.	45 ft.

*The existing conservation easement overrides this setback and is approximately 200 feet in width

The building setbacks from S. Williamson Boulevard and Oakwater Lane are equal to the required right-of-way landscape buffer and conservation easements. The developer is proposing a right-of-way buffer along Oakwater Lane of 25 feet, which is wider than the 10 feet required in the LDC. The maximum building height is 45 feet, plus an additional 10 feet in height for architectural appurtenances, which is consistent with the LDC. The dimensional requirements are equal to or greater than those required in the LDC for a PCD or similar commercial zoning districts (see Table 1).

Access and Parking

Access to the development will be provided from driveways on Williamson Boulevard and Oakwater Lane. Volusia County maintains the S. Williamson Boulevard right-of-way and has reviewed and approved the proposed driveway on S. Williamson Boulevard. The development will be required to install a left-turn lane and a right-turn lane for the S. Williamson Boulevard entrance. The driveway on Oakwater Lane is proposed to line up with the driveway access to the proposed Central Parc at Oakwater commercial development (currently under site plan review) located on the north side of Oakwater Lane to create a standard intersection and reduce turning movement conflicts. The proposed parking for the ALF and future commercial outparcel will comply with the parking ratio, standard parking size dimensions, and drive aisle width requirements of the LDC.

Traffic

If the PCD zoning amendment is approved, a traffic study is required at the time the site plan is reviewed to identify any improvements and/or mitigation that may be needed. The proposed development of the ALF and a commercial outparcel will be required to comply with the City's Concurrency Management requirements in the LDC. Similar to other developments within the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the Institute of Transportation Engineers (ITE), based on the ITE Trip Generation Manual, 10th Edition, the proposed 167-bed ALF could generate approximately 23 A.M. peak hour trips, 40 P.M. peak hour trips, and 397 daily trips. The proposed commercial (multi-tenant) outparcel could potentially generate approximately 10 A.M. peak hour trips, 99 P.M. peak hour trips, and 1,258 daily trips. According to the latest traffic counts for S. Williamson Boulevard, there is remaining capacity for traffic estimated to be generated by future development of this property (Table 2).

Table 2. Roadway Capacity for S. Williamson Boulevard and Airport Rd.

Roadway Segment	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
S. Williamson Blvd. – Taylor Rd. to Spruce Creek Rd. Bridge	37,970	24,910	13,060	0.65
S. Williamson Blvd. – Spruce Creek Bridge to Airport Rd.	35,820	21,300	14,520	0.59
S. Williamson Blvd. – Airport Rd. to Pioneer Tr.	35,820	4,870	30,950	0.13

Source: Volusia County Traffic Engineering, 2018

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscaping and tree preservation requirements of the LDC, such as perimeter landscaping, foundation parking lot plantings, and tree preservation. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the proposed MDA and LDC.

A minimum fifty (50) foot wide right-of-way buffer along S. Williamson Boulevard and twenty-five (25) foot wide right-of-way buffer along Oakwater Lane will be provided which meet or exceed the right-of-way buffer requirements in the LDC. The rear and side perimeter buffers are equal to the existing conservation easements along the east and south property lines. The rear buffer width (200' wide conservation easement) exceeds the typical buffer width (40' wide) required between commercial and residential of this respective intensity/density in the LDC.

The proposed MDA requires any proposed development of the subject property to comply with the City, County, State, or Federal regulations that pertain to protected wildlife species and wetlands, along with the City's tree preservation requirements. There is one historic oak on site located in the S. Williamson Boulevard right-of-way buffer that is proposed to be preserved. A formal review for tree preservation to verify compliance with the LDC will occur with the submittal of a tree survey at the time the site plan is reviewed.

Architecture

The ALF is proposed to be a 3-story building with sections for independent living, assisted living, and memory care residents. The building is proposed to be located near the north and west sides of the property, facing the intersection of S. Williamson Boulevard and Oakwater Lane. The building is proposed to have "wings" and is not proposed to be a standard rectangle footprint. The wings provide a front entrance facing the intersection at the northwest corner of the property and amenities, outdoor open space, and delivery areas at the rear of the building, screened from the rights-of-way. The proposed building height is consistent with the maximum building height in the PCD and similar zoning commercial districts. As per Chapter 16, LDC, additional height is permitted for architectural appurtenances such as cupolas, towers, and mechanical penthouses. The future commercial outparcel will be required to be designed to be compatible with the ALF building.

Figure 4. Proposed Building Elevations for The Palms at Ashton Lakes ALF



Williamson Blvd. Elevation



Front Entrance Elevation



Oakwater Lane Elevation



Rear Elevation (facing east)

*additional height for architectural features

Potable Water and Sanitary Sewer

The subject property will be served by City potable water and sanitary sewer and will comply with the requirements of the LDC and the City's Standard Construction Details for those utilities. Reclaimed water is available in this area.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of any site plan for the subject property. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies. The site plan for the ALF building will include the proposed future commercial outparcel in the design of the stormwater drainage.

SMART GROWTH SUMMARY

The proposed The Palms at Ashton Lakes PCD is an infill development of a vacant parcel within an existing built area that is already served by public infrastructure (water, sewer, roads, etc.). The proposed PCD provides health care accommodation options for the aging and future commercial uses to serve the surrounding community. The development includes a sidewalk network that connects to S. Williamson Boulevard and Oakwater Lane to promote walking and biking to established and proposed residential, commercial, office, and services along the S. Williamson Boulevard corridor.

PUBLIC NOTICE

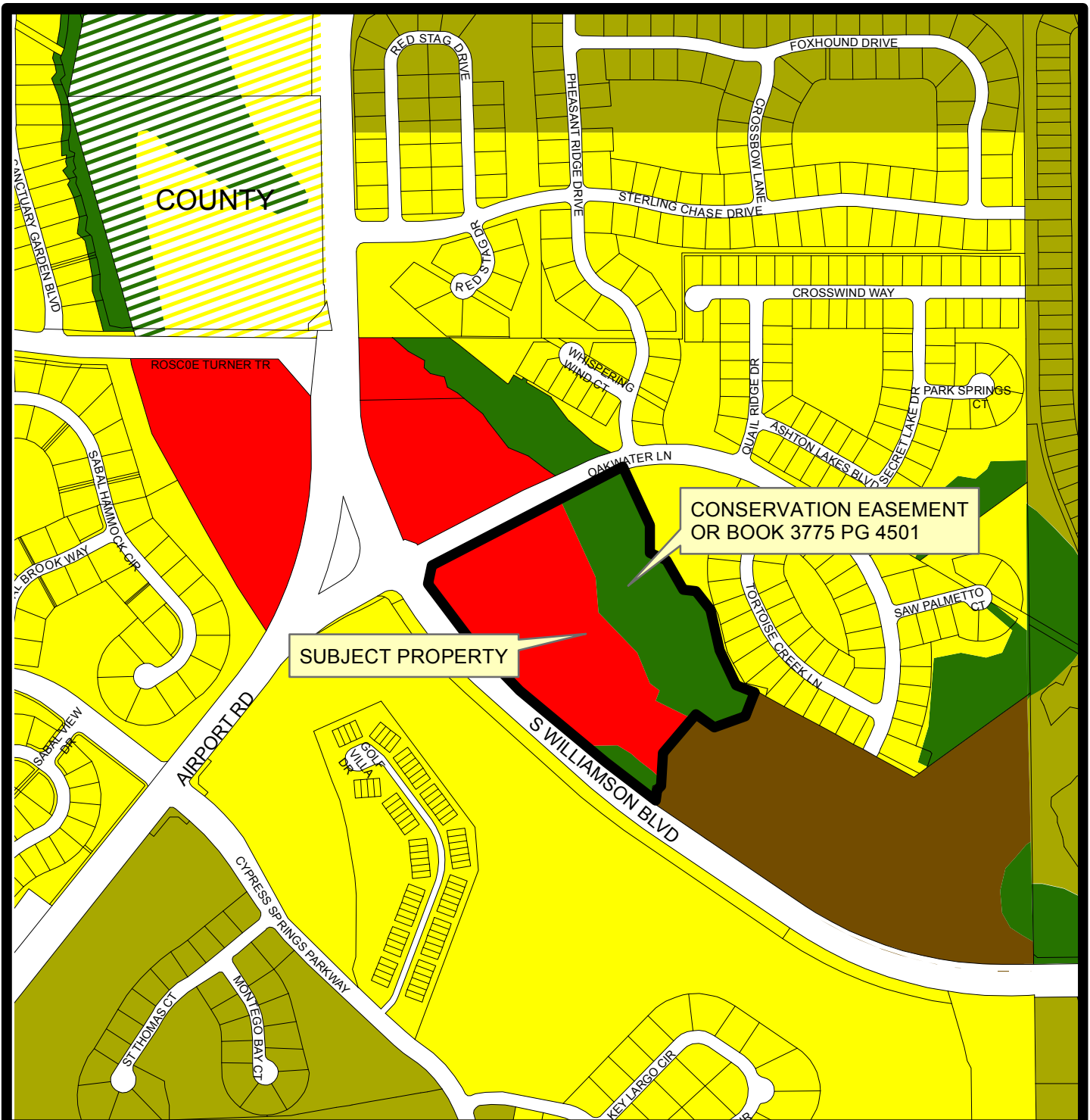
A Public Notice sign was posted on the site on May 31, 2019. Staff received 6 phone calls to review the proposed development plans. A neighborhood meeting with the Ashton Lakes subdivision was held by the development team on May 15, 2019. General concerns included increased traffic along Oakwater Lane, the location of the proposed access drive on Oakwater Lane, pedestrian safety during school hours, and height and aesthetics of the proposed ALF building. Based on the residents' feedback, the applicant revised their plans after the meeting to move the driveway on Oakwater Lane closer to S. Williamson Boulevard and further from the Ashton Lakes subdivision.

RECOMMENDATION

Staff recommends approval of the request to rezone ±18.72 acres from Cypress Head Planned Commercial Development (PCD) to The Palms at Ashton Lakes PCD and approval of The Palms at Ashton Lakes PCD Master Development Agreement (MDA) and Conceptual Development Plan subject to review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Future Land Use Map
- Exhibit 2 – Zoning Map
- Exhibit 3 – The Palms at Ashton Lakes PCD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)



Future Land Use



Commercial



Conservation



Rural Transition



Suburban Residential



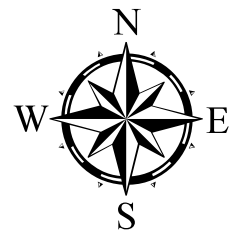
Urban High Density Residential

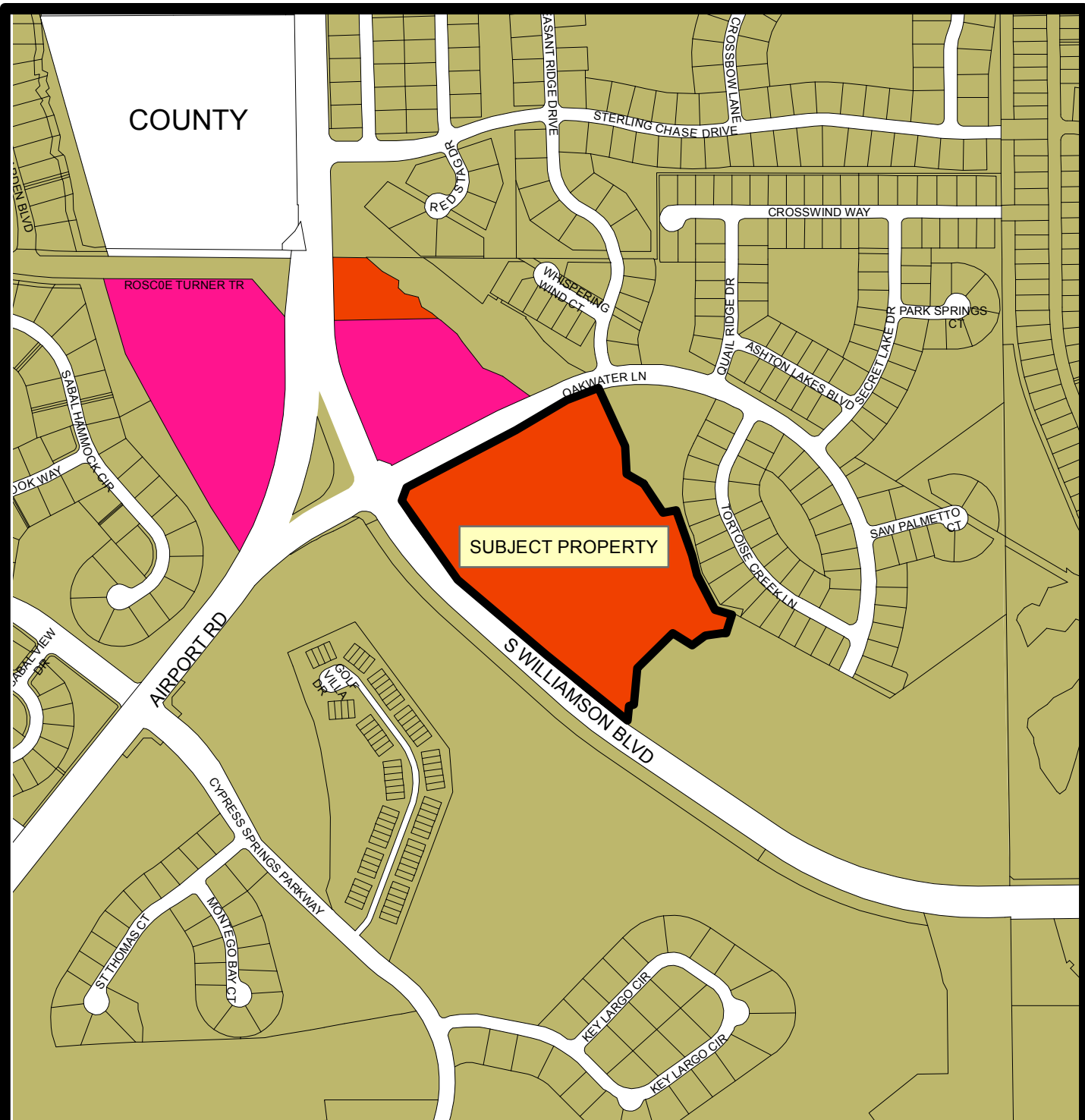


Volusia County Environmental Systems Corridor



Volusia County Urban Low Intensity



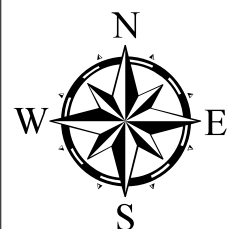


ZONING

-  Community Commercial
-  Planned Commercial Development
-  Planned Unit Development



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H16) Second Reading - Ordinance No. 2019-29 - Administrative Rezoning/415 Herbert Street (Case No. 19-60000006)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-29, to rezone ±0.64-acres located at 415 Herbert Street from Commercial Industrial (CI) to Government/Public Use (GPU).

SUMMARY: Planning Commission Action (07/25/19): Recommended Approval

An administrative rezoning of 0.64-acres from Commercial Industrial (CI) to Government/Public Use (GPU). The subject property is owned by the City of Port Orange and located on the east of the Florida East Coast (FEC) Railroad tracks, north Herbert Street at 415 Herbert Street. The proposed GPU zoning district permits all uses by any governmental entity or agency, nursing homes, private schools, charitable organization offices, houses of worship, public utility stations/plants, adult/vocational education, cemeteries, and hospitals.

The administrative rezoning to GPU would allow in the future for the City of Port Orange, in partnership with the Port Orange Historical Trust and associated historic preservation organizations, to apply for grants to restore the existing historic train depot as a museum to promote railroad history and culture. Rezoning this property to “GPU”, would be the first of many steps to restore the historic train as a unique historic resource for residents of Port Orange and visitors.

The administrative rezoning request was reviewed by staff according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning. The GPU zoning district is consistent with the surrounding properties that are zoned for industrial, office/retail, and medium-density residential uses. Rezoning this property to “GPU”, it will allow for the City to apply for grants to assist in restoring the historic train depot as a train museum and provide the City with a unique historic resource for residents of Port Orange and visitors.

The proposed administrative rezoning promotes infill redevelopment of a parcel with an underutilized historic building served by public infrastructure (water, sewer, roads, and sidewalks) and creates a public space for residents and future visitors. The subject property is connected to an existing sidewalk network and connects to Herbert Street and Ridgewood Avenue to promote walking and biking from existing neighborhoods,

parks (Riverwalk and Sugar Mill Gardens), and existing and future uses in the Port Orange Town Center CRA to a unique cultural and historic public facility within Port Orange.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-29 - Administrative Rezoning 415 Herbert	Ord. No. 2019-29 - Administrative Rezoning 415 Herbert.pdf
2.	EXHIBIT A to Ord. No. 2019-29	EXHIBIT A TRAIN STATION.pdf
3.	Exhibit B to Ord. No. 2019-29	Exhibit B.pdf
4.	Staff Report	CC Staff Report_Train Depot Admin Rezoning .pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/20/2019
Final Approval - 8/30/2019

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ± 0.64 ACRES FROM
COMMERCIAL INDUSTRIAL (CI) TO
GOVERNMENT/PUBLIC USE (GPU) LOCATED AT 415
HERBERT STREET; AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately ± 0.64 acres located at 415 Herbert Street from Commercial Industrial (CI) to Government/Public Use (GPU); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

WHEREAS, the City Council has approved by majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Commercial Industrial (CI) to Government/Public Use (GPU).

Section 2. The property rezoned consists of approximately ± 0.64 acres located at 415 Herbert Street, more particularly described in **Exhibit "A"**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classifications for the area as hereby rezoned as shown on **Exhibit "B"** attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2019

Passed and adopted on second and final reading on the ____ day of _____,
2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT “A”

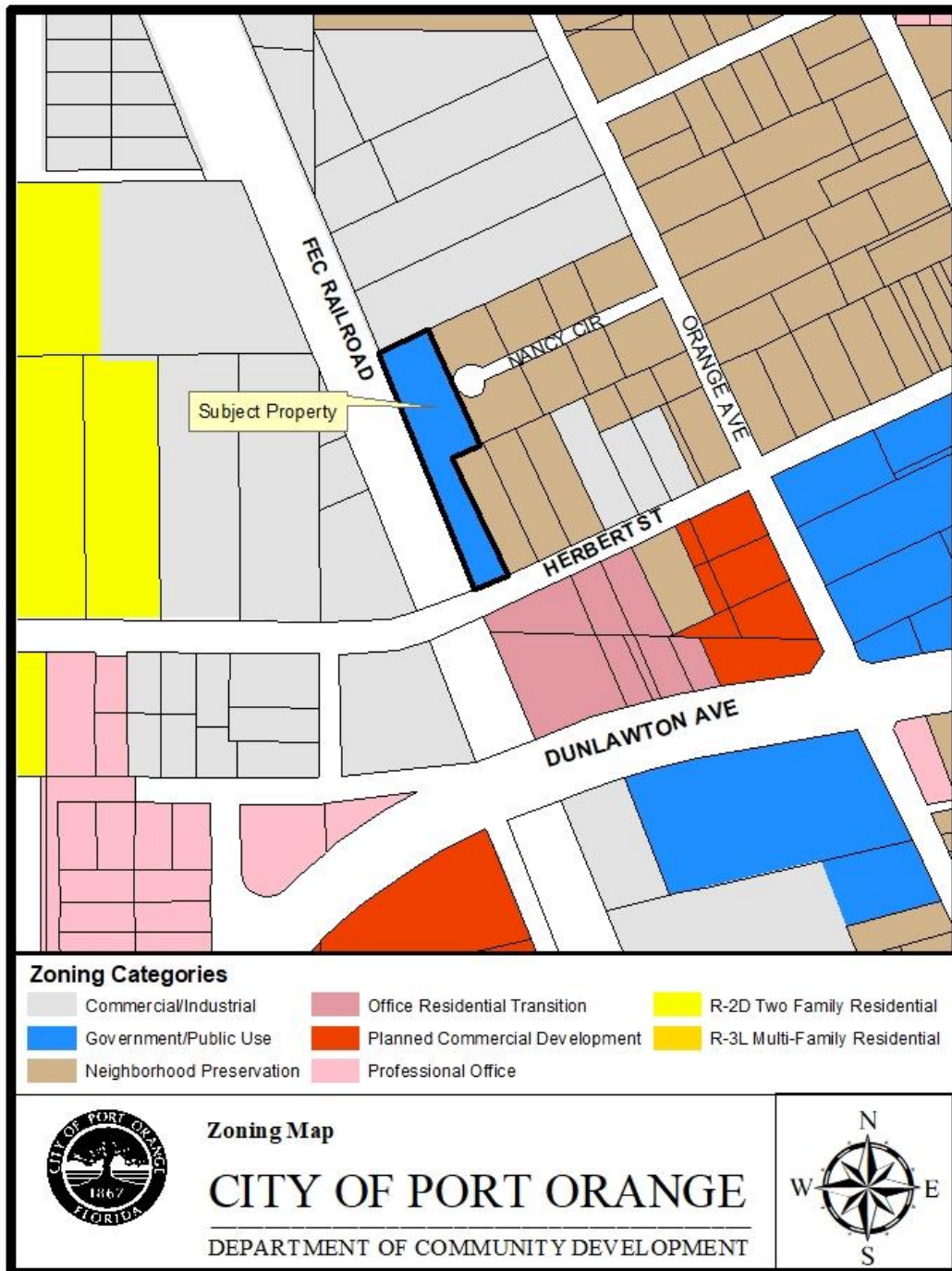
Parcel 1:

Lot B, MARTIN'S SUBDIVISION OF LOTS 1 AND 2, BLOCK L OF WILSON'S MAP OF PORT ORANGE, according to the plat thereof as recorded in Map Book 2, Page 177, Public Records of Volusia County, Florida.

Parcel 2:

Lots 3 and 4, Block L, WILSON'S MAP OF PORT ORANGE, according to the plat thereof as recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, except the Easterly 340 feet of Lots 3 and 4, and except that part of Lots 3 and 4 lying Westerly of the Florida East Coast Railway.

Exhibit "B"





STAFF REPORT

Administrative Rezoning / 415 Herbert Street
CASE NO. 19-60000006

REQUEST:	Rezone ±0.64 acres from Commercial Industrial (CI) to Government/Public Use (GPU)
LOCATION:	415 Herbert Street (Figure 1 – Location Map)
OWNER/APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 25, 2019)
CITY COUNCIL:	August 20, 2019

PROPERTY OVERVIEW

The proposed administrative rezoning is to rezone the 0.64-acre parcel located at 415 Herbert Street from Commercial Industrial (CI) to Government/Public Use (GPU). The subject property is owned by the City of Port Orange and located east of the Florida East Coast (FEC) Railroad, north Herbert Street. The proposed GPU zoning district permits all uses by any governmental entity or agency, nursing homes, private schools, charitable organization offices, houses of worship, public utility stations/plants, adult/vocational education, cemeteries, and hospitals. If approved, the City of Port Orange, in partnership with the Port Orange Historical Trust and associated historic preservation organizations, intends to apply for grants to preserve the existing historic train depot on the subject property, restore it as a train museum, and operate the museum to promote railroad history and culture.

FIGURE 1. LOCATION MAP



DISCUSSION

In 1998, the train depot was added to the National Register of Historic Places (#98000057). According to the Port Orange Historical Trust, the train depot was constructed in 1894 by Florida East Coast (FEC) Railway as a depot for passengers and freight. In 2014, the Volusia County's Historic Preservation Board placed the Port Orange Train Depot on its Most Endangered Property List as it is the only historic transportation related building in the City of Port Orange and the only FEC resource remaining in Volusia County. In 2014, the Florida Division of Historic Resources (DHR) stated that to preserve the train depot on the National Register of Historic Places list, the it should remain in its current location at 415 Herbert Street adjacent to the railroad. The City acquired the subject property in May 2016 with the intention of preserving the train depot located on the property. Staff has prepared the administrative rezoning application to establish zoning at 415 Herbert Street to assist in obtaining grants to preserve the train depot at its current location and restore it as a museum to promote the history of the FEC railroad. The current zoning of the property does not support a public museum as a permitted use, therefore, the City is requesting the rezoning of the property to GPU.

FIGURE 2. PICTURES OF THE PORT ORANGE TRAIN DEPOT



According to Seth Bramson, a Florida East Coast (FEC) Railway historian, in the late 1800's, hundreds of passenger and freight depots were constructed by the FEC along the railway line that connected Jacksonville to Key West. Mr. Bramson states that only seven train depots remain in Florida, one of which is the Port Orange Train Depot, and that the Port Orange Train Depot is one of two remaining vernacular frame train depots constructed of wood.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Consistency with Comprehensive Plan

The subject property currently has a Future Land Use (FLU) designation of *Warehouse/Industrial* (see Exhibit 1). The proposed GPU zoning district is consistent with the *Warehouse/Industrial* FLU designation. Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses are acceptable in a wide range of land use environments, and small isolated properties of this type may be designated under any land use category where appropriate, as determined by staff.

The City's Comprehensive Plan Future Land Use Element (FLUE) includes Objective 2.7 that states that the City, in cooperation with the Florida Department of State, Division of Historic Resources, should continue the use of land development regulations to protect, preserve, and rehabilitate identified or potential significant historic and archaeological resources. FLUE Policy 2.7.1 also states that the City should include historic and archaeological resources in land acquisition programs for open space, recreation, preservation, or conservation. Based on compatibility with adjacent zoning districts and availability of infrastructure, and policies in the City's Comprehensive Plan, staff believes that the requested zoning is appropriate for this location and it is consistent with the Comprehensive Plan.

Compatibility with Surrounding Uses and Zoning

According to the LDC, the purpose and intent of the "GPU" zoning district is to, "provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities."

The GPU zoning district is consistent with the surrounding properties that are zoned for industrial, mixed-use, and medium-density residential uses. The subject property is adjacent to a single-family home and industrial uses to the north; office uses and Herbert Street to the south; the FEC railroad to the west; and single-family homes to the east (Table 1). The current adopted FLU designation for the subject property and the adjacent properties is identified on Exhibit 1. The current and proposed zoning classification of the subject property and adjacent properties are identified on Exhibit 2.

By rezoning this property to "GPU", and restoring the historic train depot as a train museum, it will provide the City with a unique historic resource for residents of Port Orange and visitors. As mentioned above, the location of the depot along the FEC

railway and its “historic” designation on the National Register of Historic Places is recognized as meeting the special character requirement of the GPU zoning district.

TABLE 1. SURROUNDING LAND USES AND ZONING

Direction	Existing Land Use	FLU Designation	Zoning District
North	Single-Family and Industrial	Urban Medium Density Residential (4-8 units/acre)	Commercial Industrial
South	Herbert Street Right-of-Way and Office	Office/Residential Transition	Office/Residential Transition
West	FEC Railroad	n/a	n/a
East	Single-Family	Warehouse/Industrial	Neighborhood Preservation

As part of any future site development, a site plan will be required to be submitted for staff review, to verify all LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to insure compatibility with adjoining properties and that adequate public facilities and services are available.

SMART GROWTH SUMMARY

The proposed rezoning promotes infill redevelopment of a parcel with an underutilized historic building served by public infrastructure (water, sewer, roads, and sidewalks) and creates a public space for residents and future visitors. The subject property is connected to an existing sidewalk network and connects to Herbert Street and Ridgewood Avenue to promote walking and biking from existing neighborhoods, parks (Riverwalk and Sugar Mill Gardens), and existing and future uses in the Port Orange Town Center CRA to a unique cultural and historic public facility within Port Orange.

PUBLIC NOTICE

On July 15, 2019, staff posted the property notifying the public of the proposed rezoning. As of July 26, there have not been any calls or other inquiries received.

STAFF RECOMMENDATION

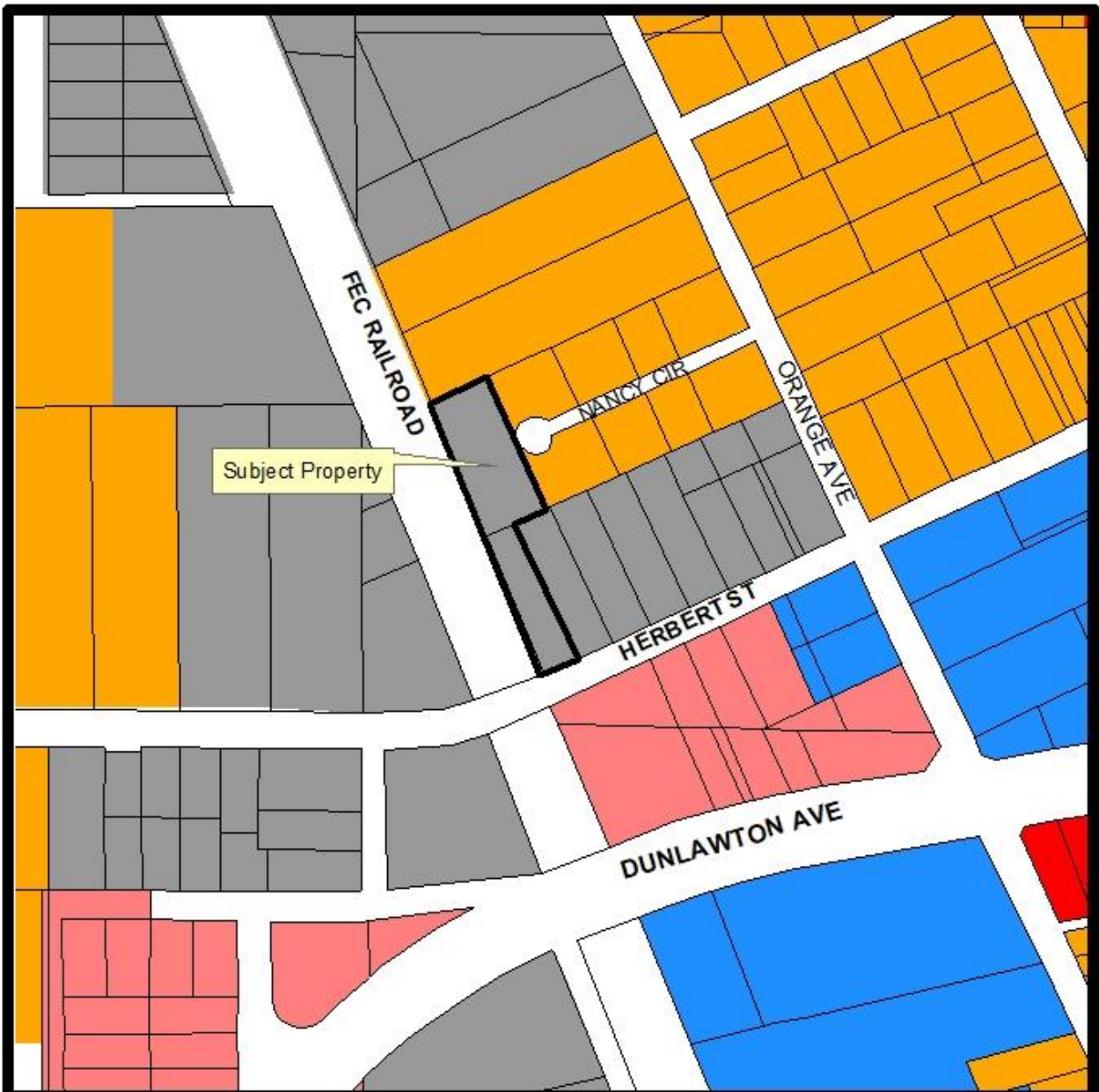
Staff recommends approval of the request to rezone ±0.64 acres from Commercial Industrial (CI) to Government/Public Use (GPU).

ATTACHMENTS

Exhibit 1 – Current Future Land Use Map

Exhibit 2 – Current and Proposed Zoning Map

Exhibit 3 – List of Uses from Government/Public Use, LDC, Ch. 17, Sec. 26



Future Land Use Designations

- | | |
|---|--|
|  Commercial |  Urban Medium Density Residential |
|  Office Residential Transition |  Warehouse/Industrial |
|  Public/Institutional | |



Exhibit 1 - Current Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



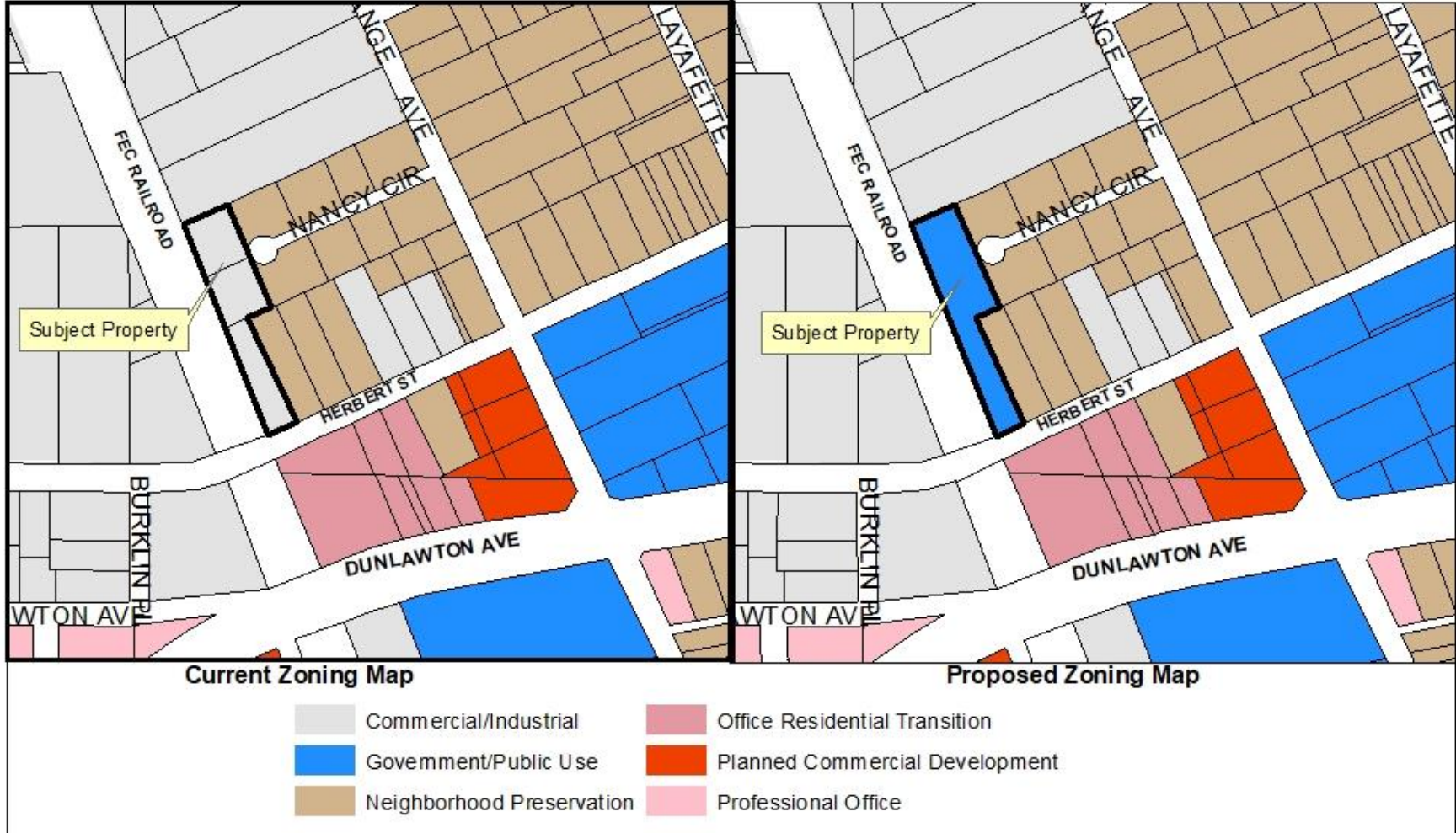


EXHIBIT 2

CASE NO. 19-60000006

DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT 3

Government/Public Use – GPU LDC, Ch. 17, Sec. 26	
Permitted Uses:	
• Adult/vocational education • Cemeteries • Charitable organization offices • Hospitals • Medical offices/clinics • Houses of worship • Nursing homes • Private schools • Public utility stations/plants	
Permitted uses with special development requirements (chapter 18, section 4):	
• Child Care Centers • Community gardens	
Special exception uses (chapter 18, section 3):	
• Marina, recreational	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H17) Second Reading: Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-30, approving the First Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission and Port Orange Town Center CRA.

SUMMARY: Planning Commission Action (07/25/19): Recommended Approval, subject to limiting the City Manager's authority to extend the deadline dates in the MDA as amended up to 60-days.

The property owner, Halifax River Partners, LLC (HRP), is requesting approval of the proposed First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) to defer the recording of the subdivision plat for the project area and certain Phase 1 site improvements until September 21, 2020, and extend the completion date for the 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.) to November 20, 2019, if needed. The current MDA approved in 2016 requires the subdivision plat to subdivide the project area into 9 lots to be recorded, all Phase 1 site improvements (except the restaurant on the point), and the 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), to be completed by September 20, 2019.

At their meeting, the Planning Commission recommended that language proposed in the MDA to allow the City Manager the authority to extend the deadline dates in the MDA as amended for delays as determined by the City Manager and Developer be limited to 60-days. Therefore, instead of including language to allow a 60-day extension, the First Amendment to the Riverwalk Amended and Restated Master Development Agreement has been revised to extend the completion date for the public trail and park to November 20, 2019, if needed. According to the developer, there may be the need to extend the completion date for the public trail and park due to an anticipated delivery delay in materials to complete the public trail. The proposed First Amendment (see Exhibit 1) provides the following:

1. Defer the date the 9-lot subdivision plat for the project area is to be recorded to September 21, 2020;

-
2. Defer the construction of the permanent parking lot and associated site improvements, left-turn lanes on Ridgewood Avenue, 12' sidewalk along Ridgewood Avenue in Phase 1 to September 21, 2020;
 3. Provide the ability to develop temporary parking on the Cardwell Funeral Home parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 21, 2020;
 4. Dedicate a parking easement in favor of the City over the project area property owned by HRP west of the Public Trail and Park; and
 5. Extend the completion date for the public trail and park to November 20, 2019, if needed.

There are no specific criteria to be used as a base for staff recommendations for the requested deviations from the timeline in the original Riverwalk Amended and Restated Master Development Agreement. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.) The proposed timing to complete the recording of the plat, Public Trail and Park and Phase 1 site improvements is different than originally planned in the Riverwalk Amended and Restated MDA and require Planning Commission, CRA and Council direction on whether the specific deviations to the completion dates will be acceptable.

In addition to the proposed amendment to the MDA, there are additional associated documents that require City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to following documents will be considered prior to or in conjunction with the proposed MDA amendment.

1. First Amendment to the Economic Development Incentive Agreement;
2. First Amendment to the Exchange and Escrow Agreement for the Cardwell Funeral Home Property;
3. Parking Easement for parking on Halifax River Partners, LLC Property between City of Port Orange and HRP; and
4. License Agreement to allow temporary parking on the Cardwell Funeral Home property for the 38-slip marina, is reopened.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Ord. No. 2019-30	Ord. No. 2019-30.pdf
2.	Exhibit 1 to Ord. No. 2019-30	First Amendment to Riverwalk MDA 9-5-19.pdf
3.	Staff Report	Riverwalk PCD 1st Amendment - Staff rpt.pdf

Robin Fenwick	Created/Initiated - 8/28/2019
Tim Burman	Approved - 8/28/2019
Shannon Balmer	Approved - 9/6/2019
Jake Johansson	Approved - 9/6/2019
Robin Fenwick	Final Approval - 9/9/2019

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Riverwalk Amended and Restated Master Development Agreement (“MDA”) recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the First Amendment to the Riverwalk Amended and Restated Master Development Agreement (hereinafter referred to as the (“First Amendment”)); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment to the Riverwalk Amended and Restated Master Development Agreement (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on second reading on the day of _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Prepared By:

Jeffrey P. Brock, Esq
Smith Bigman Brock, P.A.
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

Return Recorded Document to:

Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**FIRST AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (the “First Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner/Developer”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the former Riverboat Restaurant was destroyed by Hurricane Matthew in 2016 and is no longer in operation or part of the project area; and

WHEREAS, the Parties desire to amend the MDA as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Paragraph 4 of the MDA, “Development Agreement and Conceptual Plan” is hereby amended to revise subparagraph “d.” to read as follows:
 - d. In the event Owner/Developer is unable to complete the PTP by November 20, 2019, then Owner/Developer shall record a deed dedicating an additional five (5) feet on either side of the right or way for Halifax Drive to provide a fifty (5) foot right of way between Ocean Avenue

and the property at 3738 Halifax Drive, unless otherwise approved by council. This provision shall survive and shall not terminate in the event that this Agreement expires.

3. Paragraph 6 of the MDA, “Phasing” is hereby amended to delete subparagraph “a.” in its entirety.

4. Paragraph 6 of the MDA, “Phasing” is hereby amended to revise subparagraph “g.” to read as follows:

g. Phase I will consist of the improvements set forth in this subsection “g.”. The improvements listed herein in sub-subsections iii, iv, v, and viii shall be completed by November 20, 2019 and the remaining improvements listed herein shall be completed by September 21, 2020

- i. All the improvements on Lot 4 of the proposed subdivision plat referenced herein, also referred to as the "point", including a restaurant and the associated site improvements, extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58-slip marina.
- ii. The shared permanent parking facilities as shown on the CDP, located on Lot 9 of the proposed subdivision plat.
- iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
- iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City’s Riverwalk Park.
- v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference on the 2016 CDP, Exhibit “E”, Official Records Book 7306, Page 1188 and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
- vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
- vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
- viii. Demolition of Cardwell structures, including the building and all subsurface structures and soils.
- ix. Temporary parking for the existing marina as described in this amendment
- x. An Eight (8) foot pedestrian pathway on Lot 4, the subject of the pedestrian easement referenced in subsection 3.e.x, of this Agreement and as generally shown on Exhibit “I” in the 2016 MDA (Official Records Book 7306, Page 1188).

5. Paragraph 7 of the MDA, “Subdivision” is hereby amended to revise subparagraph “f.” to read as follows:

- f. Owner/Developer shall record the plat as referenced herein and approved by the City of Port Orange on or before September 21, 2020.

6. Paragraph 12 of the MDA, “Bonding” is hereby amended to revise subparagraph “b.” to read as follows:

b. Prior to the close of escrow, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City, to be held in escrow, guaranteeing the completion of the demolition and construction of the Public Trail and Park (PTP) and associated PTP utilities, stormwater and landscaping as set forth on plans stamped “Approved for Construction,” in the amount of two (2) years of the net income for the Cardwell property along with a timing requirement that the PTP and the associated PTP improvements shall be complete within 14 months from the commencement of construction. The remaining Phase I improvements, as set forth in paragraph 6.g. of the Agreement, as amended herein, shall be complete on or before September 21, 2020. If construction of PTP and the associated improvements, as set forth in paragraph 6.g. of the Agreement, specifically sub-subparagraphs iii., iv., v., and viii, are not complete on or before November 20, 2019, then Owner/Developer shall forfeit the bond to the City, said bond being the amount of two times the annual income of the Cardwell property.

7. Paragraph 18 of the MDA, “Parking” is hereby amended to revise subparagraph “d.” to read as follows:

d. Prior to the issuance of a certificate of occupancy for any use in Phase I or September 21, 2020, whichever date is earlier, Owner/Developer shall complete the permanent parking facilities as required in subparagraph 6.g as set forth in the Agreement and as otherwise required by the City’s LDC.

8. Paragraph 18 of the MDA, “Parking: is hereby amended to revise subparagraph, “e.”, to read as follows:

e. The Owner/Developer may use the Cardwell Parcel to comply with the parking requirement if the former 38 slip marina is re-opened. Prior to use of this parcel for parking, the demolition of Cardwell structures, including the building and all subsurface structures and soils shall be completed, in accordance with the City’s LDC. If the City still owns the parcel at the time the marina is re-opened and parking is required, a license agreement, approved by the City Council, between the City, Owner/Developer, and marina tenant is required prior to use of Cardwell parcel for parking. The temporary parking on this parcel or in the Project Area for the Marina shall comply with the following.

i. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a paved, stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the marina facilities as shown on the approved subdivision construction plans.

- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the period of time set forth in this section.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the marina shall be required

The allowance of the temporary parking may require a site plan or building permit and shall expire upon completion of permanent parking as required in subparagraph 6.g. of this Agreement or September 21, 2020, whichever is earlier.

9. Paragraph 21 of the MDA, “Effective Date/Expiration” is hereby amended to revise subparagraph (a) to read as follows:

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all PTP improvements and associated PTP utilities, stormwater drainage, and landscaping are not commenced by September 20, 2018 and completed by November 20, 2019, then this Agreement shall expire, except as amended by city council. The city council may consider the Developer/Owner’s timely request for an ordinance amendment to extend the time for expiration of this Agreement. The remaining Phase I improvements, as set forth in paragraph 6.g. of the Agreement, including but not limited to the completion of the restaurant, shall be completed on or before Four (4) years from the date of approval of this Agreement, said date being September 21, 2020. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing marina as provided in Paragraph 6.a. of this Agreement. This obligation shall survive and shall not terminate in the event that this Agreement expires. Once construction commences on the PTP and associated PTP improvements all construction activities associated with the PTP and the associated PTP improvements shall be completed within fourteen (14) months, specifically on or before November 20, 2019.

10. Prior to the commencement of construction of the Phase I paved parking lot the Developer/Owner shall allow the City to use the lands west of the PTP for overflow parking during special City events. The City and Developer shall enter into a Parking Easement Agreement memorializing the terms and conditions for this use.

11. This First Amendment shall be effective upon recording in the public records of Volusia County, Florida.

12. All the provisions of the MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The MDA shall survive the execution of this First Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Riverwalk Amended and Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES:

CITY OF PORT ORANGE,
a Florida municipal corporation

Signature

By: _____
Donald O. Burnette, Mayor

Print Name

Date: _____

Signature

Print Name

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette as Mayor of the City of Port Orange, a Florida municipality, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

First Amendment to the Riverwalk Amended and Restated Master Development Agreement CASE NO. 19-40000004

Request:	Approve the First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA)
Location:	East of Ridgewood Avenue, south of Ocean Avenue, north of Herbert Street (see Figure 1).
Owners:	Halifax River Partners, LLC; Port Orange Town Center Community Redevelopment Agency; City of Port Orange
Applicant:	Josif Atanasoski, Manager, Halifax River Partners, LLC
Planning Commission:	Recommended Approval (July 25, 2019), subject to limiting the City Manager's authority to extend the deadline dates in the MDA as amended for 60-days.
Staff Recommendation:	Approval
Staff Contact:	Tim Burman, Community Development Director (386) 506-5675
City Council 1st Reading:	August 20, 2019

DISCUSSION

The proposed First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) is to defer the recording of the subdivision plat for the project area and certain Phase 1 site improvements until September 21, 2020, and extend the completion date for the 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), burying of the FPL power lines, and underground utilities improvements in the former Halifax Drive right-of-way to November 20, 2019.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

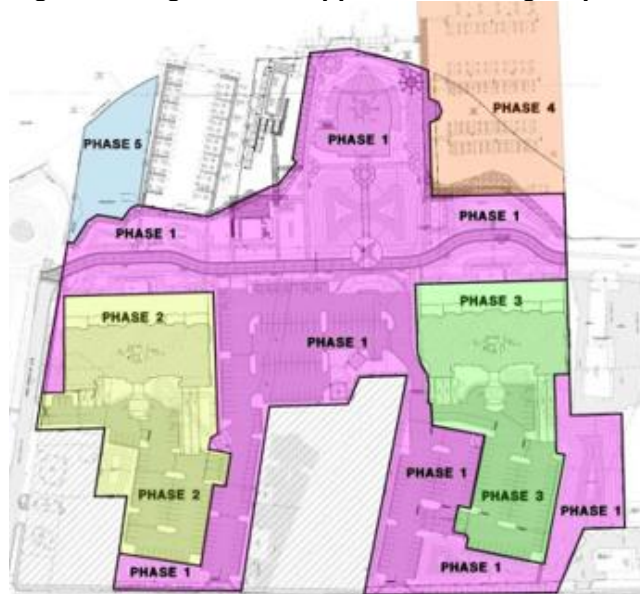
In addition to the proposed amendment to the MDA, there are additional associated documents that may require City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to following documents are anticipated to be considered prior to or in conjunction with the proposed MDA amendment. Some of the items require Planning Commission and the Port Orange Town Center CRA recommendation and some items only require Council approval.

- First Amendment to the Economic Development Incentive Agreement;
- First Amendment to the Exchange and Escrow Agreement for the Cardwell Funeral Home property;
- Temporary Parking Easement Agreement for Special Event Parking on Halifax River Partners, LLC Property; and
- License Agreement to allow temporary parking on the Cardwell Funeral Home property.

The Riverwalk Amended and Restated Master Development Agreement (MDA) was approved by the City Council in September 2016 and established a phasing plan along with specific timeframes for completion of the Public Trail and Park, recording of the subdivision plat for the MDA project area, and site and subdivision improvements for Phase 1 of the Riverwalk development, and completion of the restaurant on the point. The project is still expected to be completed in five phases (Figure 2), with each phase being required to have adequate access and infrastructure to support development. The majority of the site improvements (utilities, stormwater landscape buffers, and improved public trail), restaurant on the point property, and demolition of the Cardwell Funeral Home are to be completed with Phase 1. The residential condominium buildings will be constructed in Phases 2 and 3 and additional marina boat slips will be constructed in Phases 4 and 5.

In 2016, Phase 1 also included the Captain Daddy's Riverboat Restaurant, 38-slip marina and parking for these uses. However, due to damage caused by Hurricane Matthew in October 2016, the riverboat restaurant was removed, and the marina closed in 2018. At this time, neither of these uses have been reopened.

Figure 2. Original 2016 Approved Phasing Map



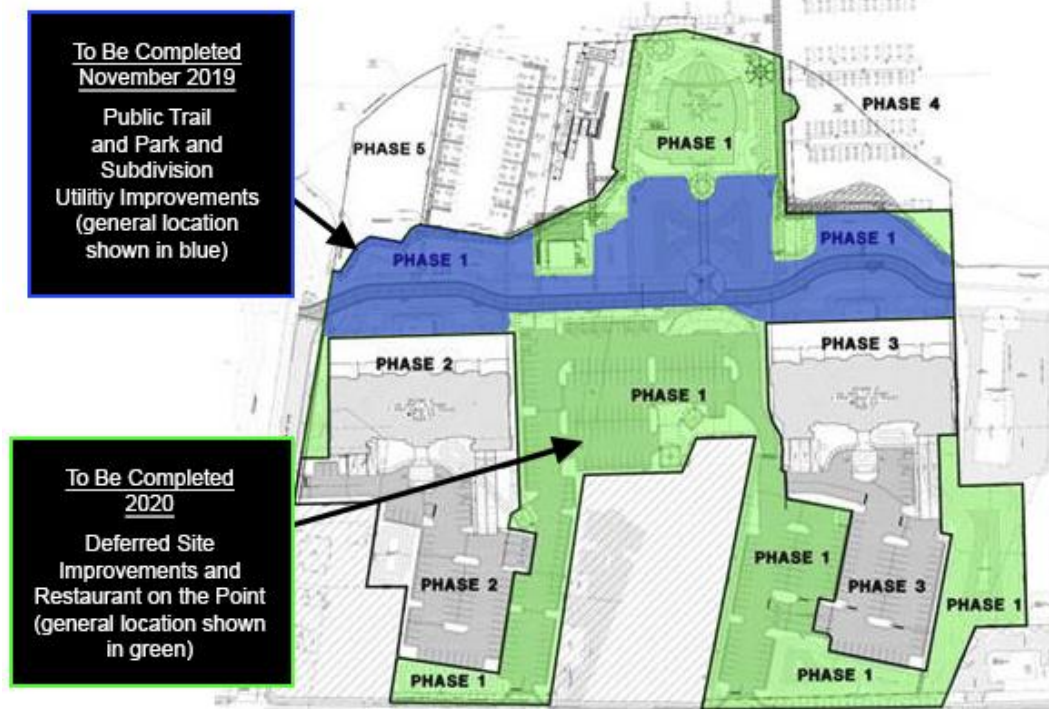
According to the applicant, the intent of the proposed First Amendment is to defer the recording of the subdivision plat for the project area and certain Phase 1 site improvements until September 21, 2020, and extend the completion date for the 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), burying of the FPL power lines, and underground utilities improvements in the former Halifax Drive right-of-way to November 20, 2019. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements, except the restaurant on the point, and the 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.) to be completed by September 20, 2019. The applicant indicated that the modifications to the MDA are to accommodate the development of the project, but due to unforeseen conditions, the developer of the project is requesting to defer some of the Phase 1 requirements until September 2020. The Phase 1 improvements being requested to be deferred to September 2020 are to support the private development proposed on the point property and the developer anticipates development of the restaurant on the point in 2020. Therefore, the applicant is requesting to defer certain Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) required in the original MDA to be completed by September 20, 2019 to now be completed by September 21, 2020.

There are no specific criteria to be used as a base for staff recommendations for the requested deviations from the timeline in the original Riverwalk Amended and Restated Master Development Agreement. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.) The proposed timing to complete the recording of the plat, Public Trail and Park and Phase 1 site improvements is different than originally planned in the Riverwalk Amended and Restated MDA and will require Planning Commission and Council direction on whether the specific deviations to the completion dates will be acceptable.

If approved, the proposed First Amendment will extend the completion date for the Public Trail and Park to November 20, 2019, if needed, and defer the completion date for recording of the subdivision plat and completion and acceptance of the certain Phase 1 site improvements that are required for operation of the proposed restaurant on the point to September 21, 2020 (Figure 3). The proposed First Amendment (see Exhibit 1) provides the following:

- Defer the date the 9-lot subdivision plat for the project area is to be recorded from September 20, 2019 to September 21, 2020;
- Defer the construction of the permanent parking lot and associated stormwater and installation of landscape buffers, landscape islands in the parking lot, sidewalks and irrigation on Lot 4 and Lot 9 in Phase 1 to September 21, 2020;
- Defer the completion of the two (2) left-turn lanes on Ridgewood Avenue in Phase 1 to September 21, 2020;
- Defer the construction of a 12' sidewalk along Ridgewood Avenue to September 21, 2020;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 21, 2020; and
- Extend the completion date for the public trail and park to November 20, 2019, if needed.

Figure 3. General location of items to be deferred to November 2019 and September 2020



As part of the proposed First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), the property owner has agreed to allow the City to use the lands west of the public trail for overflow parking during approved City special events. The City and Developer will need to enter into a Parking Easement Agreement memorializing the terms and conditions for this use.

The Staff Development Review Committee (SDRC) has reviewed the proposed amendment for compliance with the Land Development Code.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the City's Comprehensive Plan when it was approved in 2016. The proposed amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

On June 28, 2019, yellow public notice signs were posted on the property to notify the public of the requested amendment. As of July 19, staff has not received and inquires.

RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Riverwalk Amended and Restated Master Development Agreement.

ATTACHMENT

Exhibit 1 – See Ordinance Exhibit

Based on the Planning Commission's recommendation to limit the extension to 60 days, the First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) has been revised to extend the completion date for the Public Trail and Park to November 20, 2019, if needed. The staff report has been revised since the July 25, 2019, Planning Commission meeting to incorporate changes to the proposed First Amendment to the Riverwalk Amended and Restated MDA based on the Planning Commission's recommendation to limit the City Manager's authority to extend the deadline dates in the MDA as amended for 60-days. The First Amendment to the Riverwalk Amended and Restated MDA has been revised to extend the completion date for the Public Trail and Park to November 20, 2019, to incorporate the 60-day extension.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H18) Final Plat and Subdivision Plans/Springs at Port Orange, Case No. 18-50000002

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Final Plat and Subdivision Plans for the Springs at Port Orange, as recommended by the Planning Commission.

SUMMARY: Planning Commission Action: July 25, 2019 (Recommended Approval)

The applicant, Continental 425 Fund, LLC, requests approval of the Springs at Port Orange Subdivision Plat and Plans to subdivide ±29.5 acres into 3 commercial lots, along with associated subdivision infrastructure improvements. The subject property is located at the southwest corner of Williamson Boulevard and N. Summer Trees Road, across from The Pavilion at Port Orange.

The subdivision plat and plans have been reviewed by the Staff Development Review Committee (SDRC) and determined to be designed according to the requirements and dimensional standards in the Land Development Code (LDC). The subject property is currently zoned Planned Community-Agricultural – Workplace District. According to the LDC, the PC-A Workplace zoning district supports commercial, office, industrial, and multifamily residential uses. The portion of the 29.5-acre parcel to be subdivided as Lot 1 (24.71-acres) is currently being developed as the Springs at Port Orange apartment complex, and Lot 2 (2.26 acres) and Lot 3 (2.54-acres) are planned commercial outparcels.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Staff Report	CC_Staff Report_Springs Plat and Plans.pdf
2.	Staff Report Exhibit 3 - Springs at Port Orange Plat and Subdivision Plans	Springs at Port Orange Plat and Subdivision Plans.pdf

Penelope Cruz	Created/Initiated - 8/27/2019
Tim Burman	Approved - 8/27/2019
Shannon Balmer	Approved - 8/29/2019
Jake Johansson	Approved - 9/5/2019
Robin Fenwick	Final Approval - 9/6/2019



STAFF REPORT

SUBDIVISION FINAL PLAT & PLANS

Springs at Port Orange Subdivision

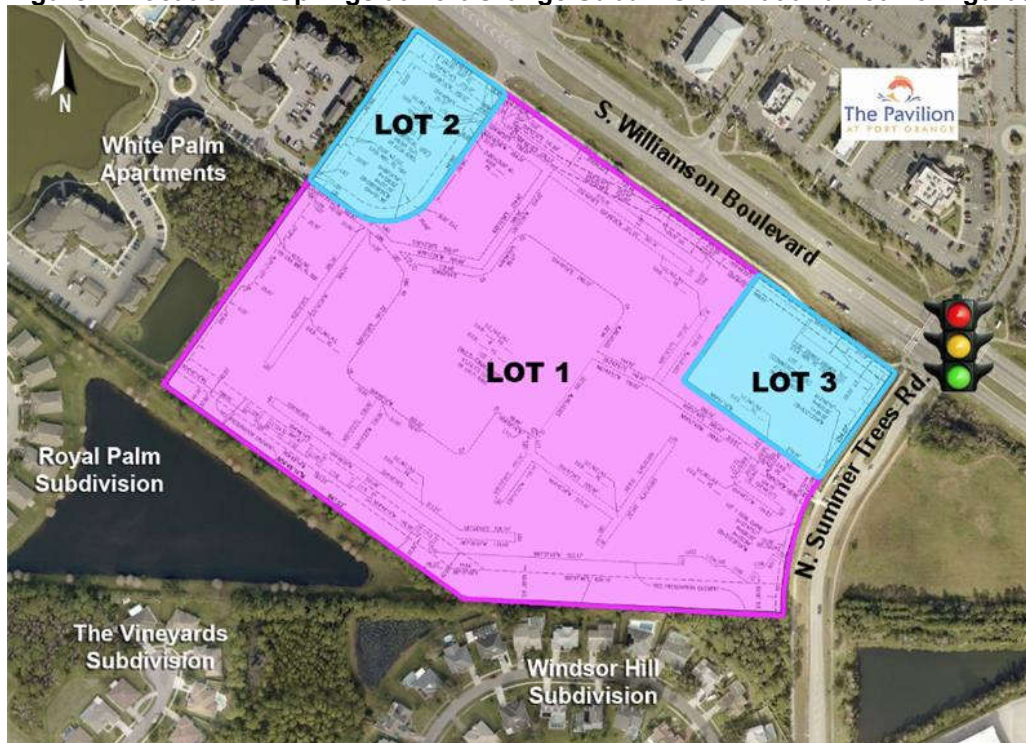
CASE NO. 18-50000002

REQUEST:	Approve the Springs at Port Orange Final Plat and Subdivision Plans
OWNER:	Port Orange Holding II, LLC
APPLICANT:	Continental 425 Fund, LLC
LOCATION:	South west corner of Williamson Boulevard and N. Summer Trees Road
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 25, 2019)
CITY COUNCIL:	September 17, 2019

DISCUSSION

The applicant, Continental 425 Fund, LLC, requests approval of the Springs at Port Orange Subdivision Plat and Plans. The subject property is located at south-west corner of Williamson Boulevard and N. Summer Trees Road, across from the Pavilion at Port Orange. The proposed subdivision includes three (3) lots on approximately ± 29.5 acres, along with associated subdivision improvements. The portion of the 29.5-acre parcel to be subdivided as Lot 1 (24.71-acres) is currently being developed as the Springs at Port Orange apartment complex, and Lot 2 (2.26 acres) and Lot 3 (2.54-acres) are planned commercial outparcels.

Figure 1. Location of Springs at Port Orange Subdivision Plat and Lot Configuration



The subject property is currently zoned Planned Community-Agricultural – Workplace District. According to the Land Development Code (LDC), the zoning district supports commercial, office, industrial, and multifamily residential uses. It is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, to minimize automobile trips, and promote environmental protection.

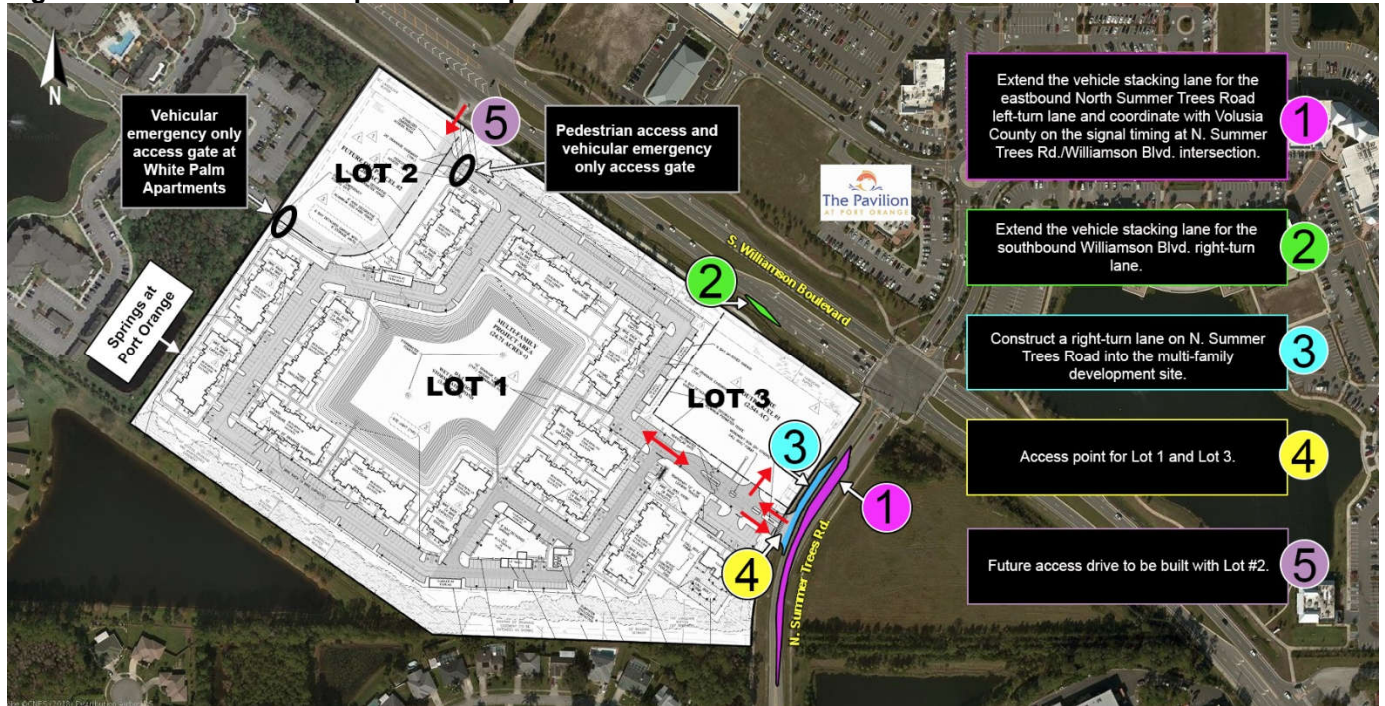
In 2018, the applicant received approval of a site plan to develop the Springs Apartments on the overall 29.5-acre subject property. As part of the site plan design, the developer indicated future plans to eventually subdivide the subject property to create a lot for the multi-family development (proposed Lot 1) and two commercial outparcels (proposed Lot 2 & 3). The multi-family development was designed to comply with the lot configuration of the proposed subdivision. There are currently no uses for the two proposed commercial outparcel lots along Williamson Boulevard. The associated infrastructure and stormwater improvements for the 3-lot subdivision will be constructed with the Springs Apartment project.

The subdivision plat and plans to subdivide the subject property have been reviewed by the Staff Development Review Committee (SDRC) and determined to be designed according to the requirements and dimensional standards of the City's Land Development Code (LDC). The subdivision improvements to be constructed or that are currently being constructed with the development of the Springs Apartment site include:

- Utility infrastructure to serve the three (3) lots;
- Access drive on N. Summer Trees Road to serve Lot 1 and 3;
- Infill of remaining walklights along Williamson Boulevard between Whitepalm Apartments and N. Summer Trees Road;
- Left turn lane into the property from N. Summer Trees Road;
- Right turn lane into property from N. Summer Trees Road;
- Extension of existing Williamson Boulevard right-turn lane on to N. Summer Trees Road;
- Stormwater pond on proposed Lot 1 that will serve as retention for all three (3) lots;
- Required access, drainage, and utility easements over the shared subdivision infrastructure that serves all three (3) lots; and
- Landscape buffers and tree preservation areas.

Lot 1 and Lot 3 will be accessed from a shared access drive off N. Summer Trees Road. Lot 2 will be accessed from Williamson Boulevard. At the time Lot 2 is developed, an access drive will be required to be constructed through Lot 2 that will serve as an emergency only access for Lot 1 and the adjacent Whiteplam Apartments. Cross-access easements will be provided between the lots and the adjacent property to the north in order for vehicles and pedestrians to move between the lots.

Figure 2. Access and Transportation Improvements



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed commercial subdivision is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan and the *Planned Community-Westside* Future Land Use designation and the Planned Community Agriculture (PC-A) Workplace District zoning designation. The City's Comprehensive Plan states that the *Planned Community-Westside* area is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The proposed subdivision provides the necessary infrastructure and buildable land to support the uses projected to be developed in this area of the City.

SMART GROWTH SUMMARY

The proposed subdivision supports Smart Growth as it provides developable land to support housing alternatives to residents and commercial/office uses to residents on the west side of Port Orange and is located within walking and biking distance of commercial and services uses at the intersection of Taylor Road/Williamson Boulevard and The Pavilion at Port Orange, and access to I-95 and bus service (in The Pavilion). This infill subdivision supports development that utilizes existing infrastructure (roads, sewer, water, schools, etc.) and discourages sprawl.

CONCURRENCY REVIEW

Public facilities and services such as roads, solid waste, public infrastructure, stormwater, schools, and recreation facilities are currently available to serve the proposed three (3) lots. This concurrency analysis was conducted during the review of the proposed subdivision and all public facilities and services will meet the adopted level-of-service standards or have been mitigated for in accordance with the City's concurrency management regulations.

Solid Waste: Onsite dumpsters for solid waste will be provided with development of each lot.

Water, Sewer, Reclaimed Water: The proposed subdivision will be served by potable water, sanitary sewer, and reclaimed water. All lots will be connected (Lot 1) or provided (Lots 2 and 3) with stub-outs for future connections to utilities. The developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this subdivision.

Transportation: All site plan submittals for the three lots will be required to comply with the City's concurrency management in the LDC. Traffic studies will be required for proposed developments of these lots to fully assess the impacts of the proposed development on the surrounding roadway network and to identify any improvements that might be needed. Similar to other developments in the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for an impacted area. As part of the development of Lot 1, a traffic study was prepared, and the developer entered into a Fair-Share and Concurrency Agreement with the City in December 2018 to mitigate the impacts from the development on Lot 1.

Stormwater Drainage: The stormwater drainage infrastructure for this subdivision will be a retention pond on Lot 1. The City's adopted level-of-service for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs. The retention pond in Lot 1 will provide stormwater drainage for the entire 29.5-acre property (Lots 1-3) and meets the stormwater requirements of the City and St. Johns River Water Management District.

Schools: The Volusia County School District determined that there is adequate school capacity at existing schools for the estimated students anticipated to be generated by the Springs at Port Orange apartments on Lot 1. The two commercial outparcels are not subject to school concurrency regulations because commercial develop does not generate students.

Recreation: During the review of the Springs at Port Orange apartments on Lot 1 it was determined that there is available capacity at existing park facilities to accommodate the apartments. The two commercial outparcels are not subject to recreation concurrency regulations because commercial develop does not generate residents.

RECOMMENDATION

The subdivision plat and plans have been reviewed by the Staff Development Review Committee (SDRC) and determined to be designed according to the requirements and dimensional standards in the Land Development Code (LDC).

Staff recommends **approval** of the Springs at Port Orange Final Plat and Subdivision Plans, subject to review by the City Attorney as to legal form and content.

ATTACHMENTS

1. Exhibit 1 – Current Future Land Use and Current Zoning Maps
2. Exhibit 2 – Tree Preservation Chart
3. Exhibit 3 – Springs at Port Orange Plat and Subdivision Plans

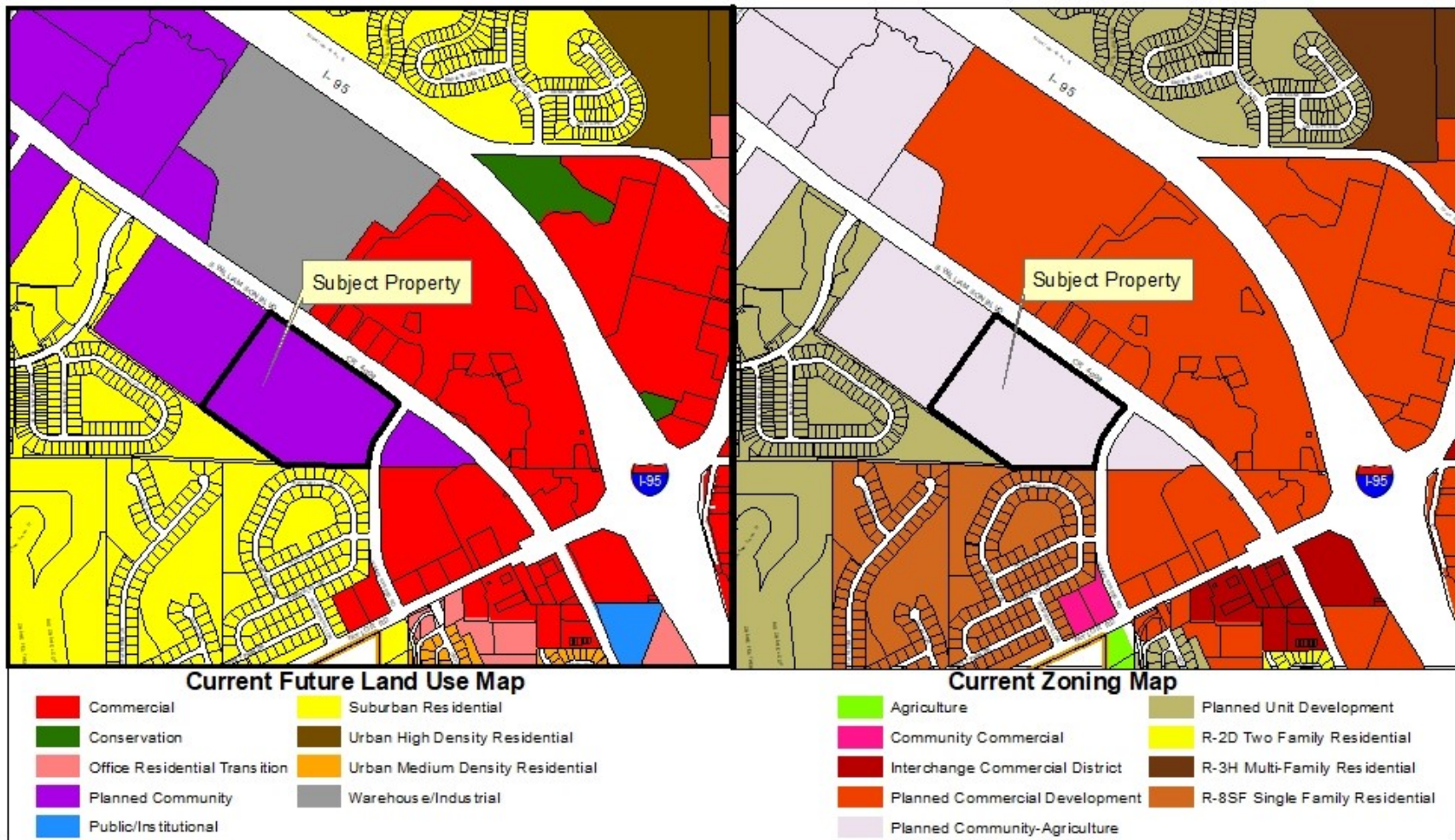


EXHIBIT 1

CASE NO. 18-50000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT 2

Tree Preservation Chart - Springs at Port Orange Subdivision

15% Tree Preservation Area

	Required 15% Tree Preservation Area	Tree Preservation Area Provided
Total Site Area	29.51 Acres	4.92 Acres

Specimen Tree Calculations

Total Site Area	29.51 Acres
# of Specimen Trees	0 Specimen Trees
Specimen Trees Per Acre	0.03 Specimen Trees/Acre
Percentage of Specimen Trees to Remain [LDC, Ch 9, Sec 16]	80%
Specimen Trees to Remain in Common Area	n/a

Minimum Tree Coverage Requirement - 1 Tree/2,500 SF

Total Site Area	29.51 Acres
Required # of New or Existing Trees (1/2,500 SF)	514 Trees
Trees Provided (New and Existing) as Part of Development Plan	336 New + 539 Existing Trees = 875
Existing Trees in 15% Tree Preservation Area to Remain	539 Existing Trees

Tree Mitigation

Not Required with this Subdivision

"SPRINGS AT PORT ORANGE"

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES

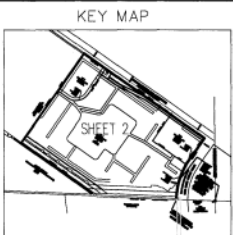
- MONUMENTATION - ■ DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
□ DENOTES PERMANENT REFERENCE MONUMENT SET (4X4 CONCRETE MONUMENT STAMPED LB 3019)
△ DENOTES PERMANENT CONTROL POINT SET (METAL DISK STAMPED LB 3019)
- ALL LINES ARE RADIAL RELATIVE TO ADJACENT CURVE UNLESS NOTED (NR)
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM, BASED ON THE SOUTHERLY LINE OF THE SW 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING N 89°37'06" W.
- ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO: DRAINAGE, UTILITY, AND ACCESS EASEMENTS. EASEMENTS GRANTED HEREON SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT: ENTIRE STREET FRONTAGES OF LOTS AND COMMON AREAS: 12.00 FEET WIDE.
- UTILITIES INCLUDE BUT ARE NOT LIMITED TO, SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, AND TELECOMMUNICATION.
- ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGE. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY; SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- BUILDING SETBACK REQUIREMENTS:
LOT 1
FRONT (STREET FRONTAGE): EQUAL TO LANDSCAPE BUFFER WIDTH OF 50.00 FEET
SIDE: 0.00 FEET FOR ATTACHED UNITS / 15.00 FEET BETWEEN BUILDINGS / 20.00 FEET FOR PERIMETER
REAR: 25.00 FEET / EQUAL TO THE BUILDING HEIGHT IF BUILDING EXCEEDS 25.00 FEET IN HEIGHT
LOTS 2 & 3
FRONT (STREET FRONTAGE): EQUAL TO LANDSCAPE BUFFER WIDTH
SIDE: 20.00 FEET
REAR: 25.00 FEET
- LOT COVERAGE REQUIREMENTS:
LOT 1
MINIMUM OPEN SPACE: 40% / MAXIMUM BUILDING COVERAGE: 50% / MAXIMUM BUILDING HEIGHT: 50 FT
LOT 2 & 3
MINIMUM OPEN SPACE: 30% / MAXIMUM BUILDING COVERAGE: 35% / MAXIMUM BUILDING HEIGHT: 60 FT
- THE PLAT PROPERTY IS SUBJECT TO THE MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7095, PAGE 2291, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS (RETENTION POND) RECORDED IN OFFICIAL RECORDS BOOK 6842, PG 1092, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE TREE PROTECTION EASEMENT AS GRANTED ON THIS PLAT ARE INTENDED TO MEET THE TREE PRESERVATION REQUIREMENTS FOR LOTS 1-3 AND IS A NONEXCLUSIVE EASEMENT FOR THE EXPRESS PURPOSE OF PROTECTION OF TREES THEREIN. THE REMOVAL OF TREES WITHIN THE EASEMENT AREA IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF PORT ORANGE. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT IN ANY WAY OR PREVENT (i) THE FEE SIMPLE OWNER'S USE AND ENJOYMENT OF THE LAND OUTSIDE THE EASEMENT AREA OR THE RIGHT TO CROSS AND RE-CROSS THE EASEMENT AREA WITH OTHER EASEMENTS; (ii) THE MAINTENANCE OF THE DRAINAGE DITCHES) WITHIN THIS EASEMENT AREA CONSISTENT WITH THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENTS RECORDED IN O.R.B. 4992, P.G. 3642 AND O.R.B. 6891, P.G. 1826 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY; (iii) THE PLACEMENT AND MAINTENANCE OF SOO, LANDSCAPE PLANTS AND IRRIGATION LINES WITHIN THE EASEMENT AREA; OR (iv) NORMAL MAINTENANCE, SUCH AS MOWING, EDGING AND WEEDING.
- THIS PLAT IS SUBJECT TO CSL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6256, PAGE 3631, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE CSL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
- THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT OF THE SPRINGS AT PORT ORANGE BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD SUCH OWNERS FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED, BUT NOT OBLIGATED, TO ENTER UPON THE DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACEMENT OF THE FACILITIES AND SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD FOR THE COST OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT, AS DETERMINED BY THE CITY TO BE NECESSARY. IN THE EVENT THAT THE OWNER OF LOT 1 FAILS TO MEET THESE RESPONSIBILITIES, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLES WITH SECTION 40042.027, FLORIDA ADMINISTRATIVE CODE AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- INDIVIDUAL LOT OWNERS, THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOTS AND THE EASEMENT AREAS DEDICATED BY THIS PLAT WITHIN SAID LOTS. IN THE EVENT A LOT OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS AND MAY CHARGE THE OWNER(S) OF LOT 2 AND/OR LOT 3, AS APPLICABLE, THEREFOR. UNPAID AMOUNTS SHALL BE A LIEN AGAINST THE PROPERTY.

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC., JOB NO. 18-0485)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND ALSO LYING NORTHWESTERLY OF NORTH SUMMER TREES ROAD AS RECORDED IN BOOK 6112, PAGE 1199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO LYING NORTH OF WINDSOR HILL - PHASE II, AS RECORDED IN MAP BOOK 44, PAGE 45 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

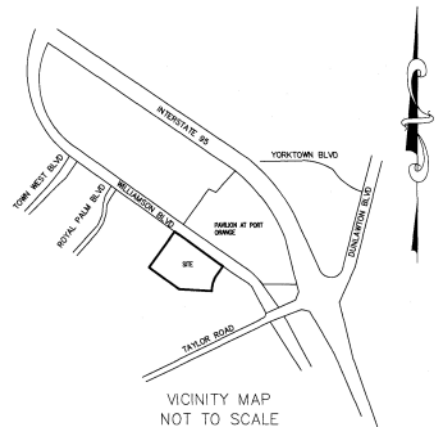
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, N87°37'06"W, 352.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID NORTH SUMMER TREES ROAD, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID WINDSOR HILL - PHASE II AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE NORTH LINE OF SAID WINDSOR HILL - PHASE II, N87°37'06"W, 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. - PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. - PHASE I, N54°49'14"W, 847.03 FEET; THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY OF ROYAL PALM P.U.D. - PHASE I, N35°10'48"E, 999.93 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD (EAST COAST BELTLINE); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; S54°49'02"E, 1350.49 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH SUMMER TREES ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S35°06'13"W, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET AND CENTRAL ANGLE OF 35°33'19"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 372.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,285,478 SQUARE FEET OR 29.511 ACRES, MORE OR LESS.



AREA TOTALS:

TOTAL LOT AREA = ±1,285,478 SQ. FT. OR ±29.51 ACRES
TOTAL AREA OF EASEMENTS = ±372,002 SQ. FT. (±8.54 ACRES)



PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "SPRINGS AT PORT ORANGE" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____, 2019.

BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

(SIGNATURE) _____ DATE: _____
(PRINT NAME) _____, P.L.S. NO.: _____

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "SPRINGS AT PORT ORANGE" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____, 2019.

BY: _____
MAYOR OF THE CITY OF PORT ORANGE
ATTEST: _____
CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, 2019 AT _____ A.M. / P.M.

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA
FILE NO. _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "SPRINGS AT PORT ORANGE" WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED AND THAT SAID LAND IS IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

J.E. ZAPERT, P.L.S. NO. 4046 DATE _____
3921 NOVA ROAD PORT ORANGE, FL. 32127 (386) 761-5385

MAP BOOK: _____ PAGE: _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CONTINENTAL 425 FUND, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "SPRINGS AT PORT ORANGE", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED BY THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. ALL DRAINAGE, DRAINAGE MAINTENANCE AND ACCESS, UTILITY INGRESS/EGRESS, NON-VEHICULAR ACCESS, SIDEWALK AND CONSERVATION EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE, FLORIDA. ACCESS EASEMENTS FOR INGRESS AND EGRESS SHOWN OR DESCRIBED ON THE PLAT ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. THE 25.00 FOOT EMERGENCY ACCESS EASEMENT SHOWN ON LOT 2 IS HEREBY GRANTED TO THE CITY OF PORT ORANGE, FLORIDA, AND ALL GOVERNMENT ENTITIES HAVING JURISDICTION, FOR EMERGENCY PURPOSES. THE 25.00 FOOT EMERGENCY ACCESS EASEMENT SHOWN ON LOT 2 IS HEREBY GRANTED TO THE ADJOINING TAX PARCEL NO. 6318-00-00-0009 (WHITE PALM APARTMENTS), FOR EMERGENCY INGRESS AND EGRESS. ALL DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT ARE ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE OWNERS OF LOT 1, FOR THE PURPOSES SET FORTH IN THE PLAT NOTES.

IN WITNESS WHEREOF, CONTINENTAL 425 FUND LLC, A WISCONSIN LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW ON THIS _____ DAY OF _____, 2019.

WITNESSES:
CONTINENTAL 425 FUND LLC,
A WISCONSIN LIMITED LIABILITY COMPANY
BY: CONTINENTAL PROPERTIES COMPANY, INC.
A WISCONSIN CORPORATION, ITS MANAGER

PRINTED NAME: _____ BY: _____
DANIEL J. MINIHAN, PRESIDENT

PRINTED NAME: _____ ATTEST: _____
VICE PRESIDENT

PRINTED NAME: _____

STATE OF WISCONSIN, COUNTY OF WAUKESHA
PRINTED NAME: _____

THIS IS TO CERTIFY THAT, ON _____ DAY OF _____, 2019, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED

RESPECTIVELY, OF _____ INC., A WISCONSIN CORPORATION, EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION. THEY (ARE) _____ (ARE NOT) _____ KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION AND THEY (HAVE) _____ (HAVE NOT) _____ TAKEN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
STATE OF WISCONSIN AT LARGE
MY COMMISSION EXPIRES: _____ SEAL
TITLE/RANK: _____
COMMISSION NUMBER: _____

JOINDER AND CONSENT TO DEDICATION

CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "SPRINGS AT PORT ORANGE", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. CIBC BANK USA, HEREBY JOINS AND CONSENTS TO THE DEDICATION OF THE EASEMENT AREAS FOR POTABLE WATER, FORCE MAIN, SANITARY SEWER MAINS, UTILITY EASEMENTS, TREE PRESERVATION AND ACCESS FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES ON SAID LANDS AS SHOWN ON THIS PLAT TO THE CITY OF PORT ORANGE, FLORIDA. AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE SAID DEDICATION. IN WITNESS WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED, ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS _____ DAY OF _____, 2019.

WITNESSES:
CIBC BANK USA,
AN ILLINOIS STATE CHARTERED BANK

PRINTED NAME: _____ BY: _____
PRINT

PRINTED NAME: _____ ATTEST: _____
PRINT

PRINTED NAME: _____

STATE OF WISCONSIN, COUNTY OF WAUKESHA

THIS IS TO CERTIFY THAT, ON _____ DAY OF _____, 2019, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED

RESPECTIVELY, OF _____ INC., A WISCONSIN CORPORATION, EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION. THEY (ARE) _____ (ARE NOT) _____ KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION AND THEY (HAVE) _____ (HAVE NOT) _____ TAKEN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
STATE OF WISCONSIN AT LARGE
MY COMMISSION EXPIRES: _____ SEAL
TITLE/RANK: _____
COMMISSION NUMBER: _____

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

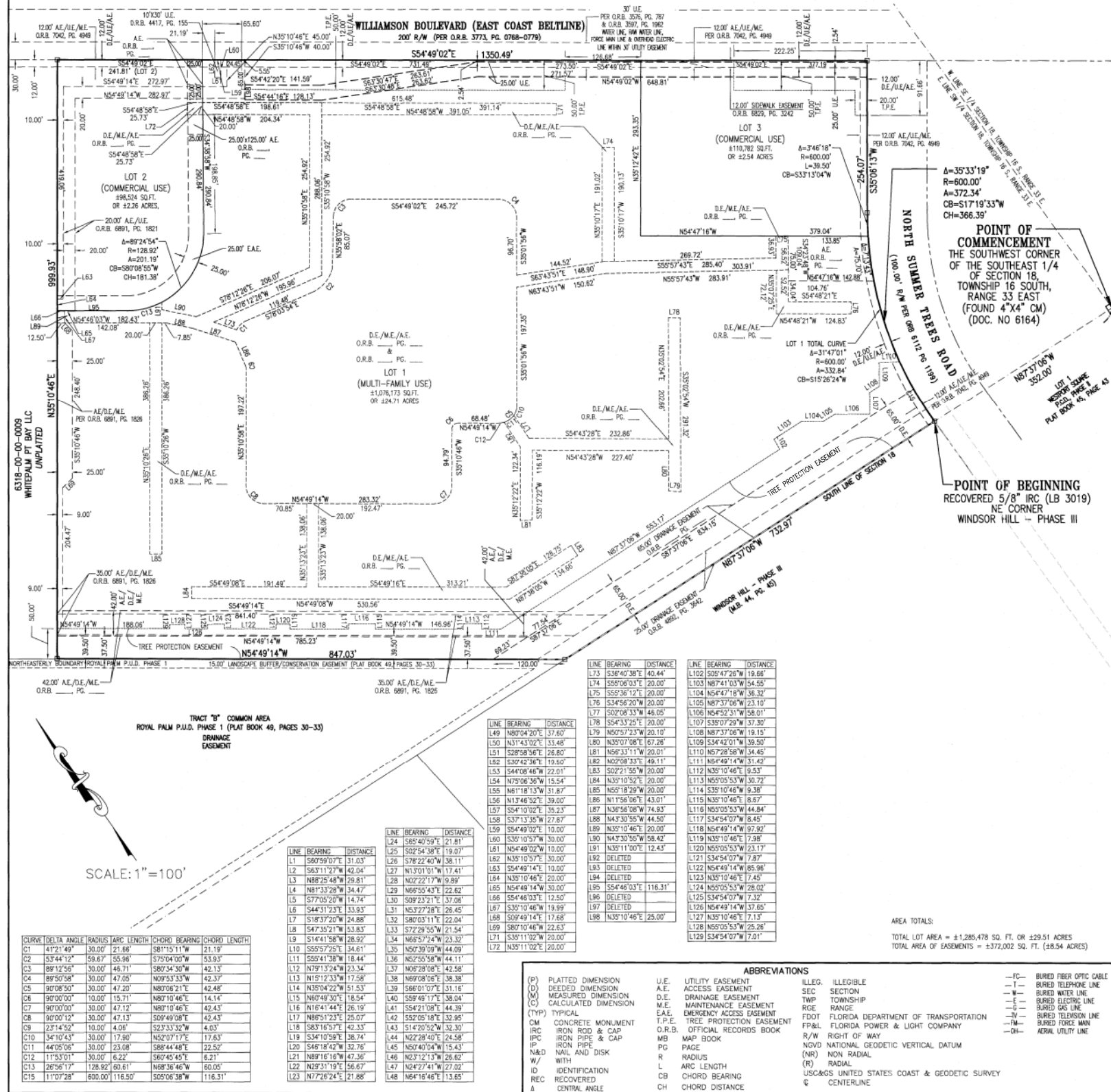
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

www.sligerassociates.com
Copyright © 2019 Sliger & Associates, Inc.



"SPRINGS AT PORT ORANGE"

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



MAP BOOK: _____ PAGE: _____

GENERAL NOTES

1. MONUMENTATION - ■ DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
□ DENOTES PERMANENT REFERENCE MONUMENT SET (4X4 CONCRETE MONUMENT STAMPED LB 3019)
△ DENOTES PERMANENT CONTROL POINT SET (METAL DISK STAMPED LB 3019)
2. ALL LINES ARE RADIAL RELATIVE TO ADJACENT CURVE UNLESS NOTED (NR)
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
3. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
4. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM, BASED ON THE SOUTHERLY LINE OF THE SW 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING N 89°37'00" W.
6. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
7. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO: DRAINAGE, UTILITY, AND ACCESS EASEMENTS. EASEMENTS GRANTED HEREON SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT: ENTIRE STREET FRONTS OF LOTS AND COMMON AREAS: 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO: SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, AND TELECOMMUNICATION.
10. ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGE. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY; SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
11. BUILDING SETBACK REQUIREMENTS:
LOT 1
FRONT (STREET FRONTAGE): EQUAL TO LANDSCAPE BUFFER WIDTH OF 50.00 FEET
SIDE: 0.00 FEET FOR ATTACHED UNITS / 15.00 FEET BETWEEN BUILDINGS / 20.00 FEET
REAR: 25.00 FEET / EQUAL TO THE BUILDING HEIGHT IF BUILDING EXCEEDS 25.00 FEET
IN HEIGHT
LOTS 2 & 3
FRONT (STREET FRONTAGE): EQUAL TO LANDSCAPE BUFFER WIDTH
SIDE: 20.00 FEET
REAR: 25.00 FEET
12. LOT COVERAGE REQUIREMENTS:
LOT 1
MINIMUM OPEN SPACE: 40% / MAXIMUM BUILDING COVERAGE: 50% / MAXIMUM BUILDING HEIGHT: 50 FT
LOT 2 & 3
MINIMUM OPEN SPACE: 30% / MAXIMUM BUILDING COVERAGE: 35% / MAXIMUM BUILDING HEIGHT: 60 FT
13. THE PLAT PROPERTY IS SUBJECT TO THE MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7095, PAGE 2291, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THIS PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS (RETENTION POND) RECORDED IN OFFICIAL RECORDS BOOK 6842, PG. 1092, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. THE TREE PROTECTION EASEMENT AS GRANTED ON THIS PLAT, ARE INTENDED TO MEET THE TREE PRESERVATION REQUIREMENTS FOR LOTS 1-3 AND IS A NONEXCLUSIVE EASEMENT FOR THE EXPRESS PURPOSE OF PROTECTION OF TREES THEREON. THE REMOVAL OF TREES WITHIN THE EASEMENT AREA IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF PORT ORANGE. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE CONSIDERED TO LIMIT IN ANY WAY OR PREVENT (I) THE TREE SIMPLE OWNERS USE AND ENJOYMENT OF THE LAND OUTSIDE THE EASEMENT AREA OR THE RIGHT TO CROSS AND RE-CROSS THE EASEMENT AREA WITH OTHER EASEMENTS; (II) THE MAINTENANCE OF THE DRAINAGE DITCHES WITHIN THIS EASEMENT AREA CONSISTENT WITH THE TERMS AND CONDITIONS OF THOSE CERTAIN EASEMENTS RECORDED IN O.R.B. 4892, P.G. 3642 AND O.R.B. 6891, P.G. 1628 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY; (III) THE PLACEMENT AND MAINTENANCE OF SOD, LANDSCAPE PLANTS AND IRRIGATION LINES WITHIN THE EASEMENT AREA; OR (IV) NORMAL MAINTENANCE, SUCH AS MOWING, EDGING AND WEEDING.
16. THIS PLAT IS SUBJECT TO CBL/WM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6256, PAGE 3631, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
17. THE CBL/WM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
18. THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT OF THE SPRINGS AT PORT ORANGE BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD SUCH OWNERS FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED, BUT NOT OBLIGATED, TO ENTER UPON THE DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACEMENT OF THE FACILITIES AND SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD FOR THE COST OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT, AS DETERMINED BY THE CITY TO BE NECESSARY, IN THE EVENT THAT THE OWNER OF LOT 1 FAILS TO MEET THESE RESPONSIBILITIES. THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM SHALL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLETES WITH SECTION 400.02(2), FLORIDA ADMINISTRATIVE CODE AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
19. INDIVIDUAL LOT OWNERS, THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOTS AND THE EASEMENT AREAS DEDICATED BY THIS PLAT WITHIN SAID LOTS. IN THE EVENT A LOT OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 1, THEIR SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS AND MAY CHARGE THE OWNER(S) OF LOT 2 AND/OR LOT 3, AS APPLICABLE, THEREOF. UNPAID AMOUNTS SHALL BE A LIEN AGAINST THE PROPERTY.

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD
PORT ORANGE, FL 32127

(386) 761-5395

www.sligerassociates.com

Copyright © 2019 Sliger & Associates, Inc.

SHEET 2 OF 2

SUBDIVISION PLANS

ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT PERSON: STEPHEN R. BURNS
e-mail: sburns@zeycohen.com

SCALE: AS SHOWN

SHEET: C01 OF 13

- GENERAL NOTES:**
- ALL DISTURBED AREAS SHALL BE SODDED OR SEEDED AND MULCHED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CROSSING AN UNDERGROUND UTILITY. WHEN LOCATED, UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY DURING RELOCATION. OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
 - ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
 - THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURES SHALL DETERMINE THE LENGTH OF PIPE.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
 - THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
 - PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
 - ELECTRIC AND TELEPHONE SERVICES TO BE UNDERGROUND PER CITY OF DAYTONA BEACH LAND DEVELOPMENT CODE.
 - OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY.
 - MAINTENANCE IS TO INCLUDE:
 - BI-WEEKLY MOWING OF SIDESLOPES FOR VEGETATION CONTROL.
 - QUARTERLY INSPECTION AND/OR CLEANING OF CATCH BASINS TO KEEP FREE OF SAND AND DEBRIS.
 - ALL DISTURBED AREAS SHALL HAVE GRASS/VEGETATION ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY TO THE SATISFACTION OF THE OWNER, THE GOVERNMENTAL AGENCY AND THE ENGINEER OF RECORD.
 - CONTACT THE TECHNICAL SERVICES BUREAU TO DETERMINE THE INSPECTIONS NEEDED FOR THIS FACILITY.
 - ALL REQUIRED FIRE LINES AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF CONSTRUCTION.
 - DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE APPARATUS.
 - NOTIFY THE CITY OF PORT ORANGE 48 HOURS PRIOR TO THE START OF CONSTRUCTION AT 386-756-5366. PLEASE SEND COPY OF ALL TESTING REPORTS, EXCEPT STRUCTURAL, TO THE ENGINEERING DIVISION.
 - ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATION FROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED STANDARDS SHALL APPLY.
 - THE VERTICAL DATUM FOR THIS PROJECT REFER TO NAVD. 1988

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES:

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.

1. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.

2. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK.

3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLE, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED. SILT FENCES, TURBIDITY BARRIERS, FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE 1, SECTION 5 OF THE LAND DEVELOPMENT CODE.

4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM EROSION. DURING CONSTRUCTION, THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFORESAID LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPROVE ADDITIONAL PROTECTIVE MEASURES, AS DEEMED NECESSARY. SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.

5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LEU OF INSTALLING EITHER ORANGE MESH FENCING OR GRASS MATS. THE CONTRACTOR SHALL ADVISE THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.

6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE, WITHIN SEVEN (7) DAYS OF BRINGING TO SUBSIAL GRADE OR ARE INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.

8. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.

9. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.

10. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.

11. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.

12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.

13. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.

14. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADDS AND ALL OTHER AREAS AS PER AASHTO T-180).

15. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.

17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.

18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE MINIMUM GRADE AT A MINIMUM DISTANCE OF 10 FEET FROM ANY FUTURE FILL IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.

19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO COVERAGE OF THE ENTIRE AREA. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT VEGETATIVE COVER, METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, TEMPORARY IRRIGATION SYSTEMS MOUNTED AT STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.

20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.

21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE. PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
 - A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO M-7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER.
 - B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" IN THESE SPECIFICATIONS.
- ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP. SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES. ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
- DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
- ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
- STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURE CHANGE OF SIZE OR CHANGE AT EACH CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 6" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
- STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SITES WITH DESIGN SPEEDS OF 40 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE CUTTER FOR SITE PLANS. INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
- RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL).
- FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S 'N' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
- THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE).
- PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
- CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
- LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
- SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
- THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
- ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
- DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
- IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION OR AS CURRENT PERMIT CONDITIONS REQUIRE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DETERMINED IS NOT REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THATMAY BE REQUIRED.
- WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SURVAY PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- SPECIFY MAXIMUM UN-GRASSSED AREA AFTER 30 DAYS GROW IN PERIOD AS 4 SQ. FT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

- ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSSED AND MULCHED OR SODDED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SODDING. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
- THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% TO 1.0%	CHURNING AND MULCHING
1.0% TO 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING
- THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT ITS DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECT TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
- THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
- THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
- THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOL, SAND-CLAY, LIMEROCK, OR RECYCLED CONCRETE, SELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
- THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH, A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
- FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY FOR SITE PLANS. TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF.
- BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-99. STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
- CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
- TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES: (CONT.)

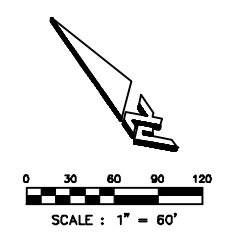
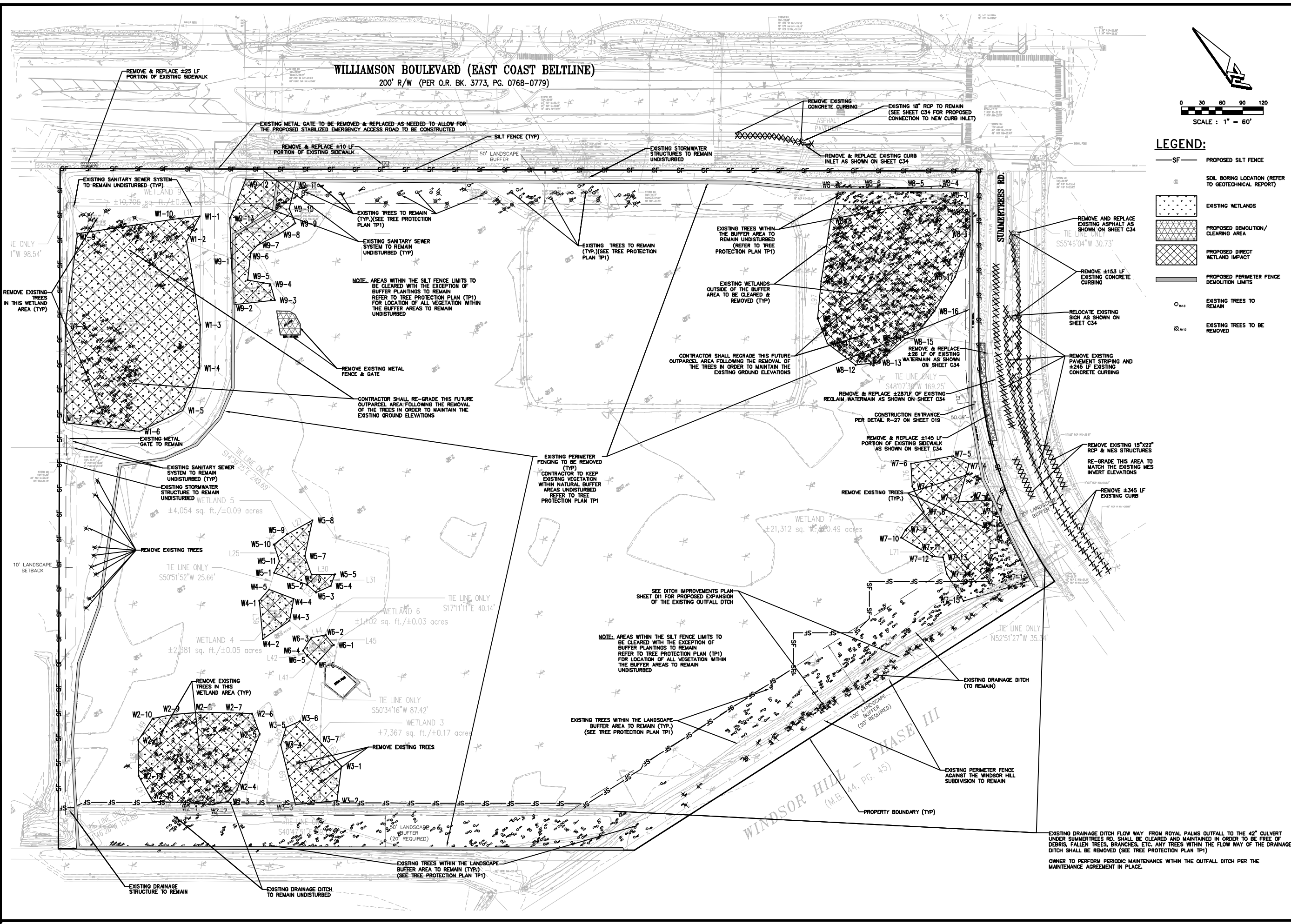
- PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
- SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.D.O.T.
- SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO SURFACE USAGE.)
- RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% CARBONATE LIME AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM OF 3 % OF WATER SENSITIVE CLAY MATERIAL. LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON-PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR OTHER EXTREMELY HARD PIECES, CLUMPS, BAKALITE, OR OTHER MATERIALS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1-1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND THE MINIMUM LBR VALUES ARE TO BE NOT LESS THAN 150. COARSE AGGREGATE USED IN THE RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 48% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.D.O.T., STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION, (LATEST EDITION).
- RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. THE CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.
- DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY CONSTRUCTION. SUBMITTALS SHALL INCLUDE, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBBASE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES AS WELL AS SIMILAR INFORMATION FOR ALL OTHER CONCRETE SIDEWALKS, CURBS, AND COMPARABLE STRUCTURES AND APPLICATIONS.
- ALL WEARING COURSE HOT MIX AGGREGATES SHALL BE VIRGIN MATERIAL. THE USE OF RECYCLED ASPHALT MATERIAL (RAP) IN WEARING COURSE MIXES IS NOT ALLOWED.
- PRIOR TO PLACEMENT FLORIDA STATE CERTIFIED BATCH PLANTS MUST CERTIFY TO THE CITY'S RESIDENT PROJECT INSPECTOR THAT THE ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
- EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR EVERY 2500 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
- FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A COMPACTION TEST, ASPHALT PAVEMENT SHALL BE COMPACTED TO 98% DENSITY PER FM 1-1238 (METHOD B), NUCLEAR DENSITY TEST, "BACKSCATTER METHOD".
- IN ADDITION TO THE FIELD DENSITY TESTS NOTED, THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOILS ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DESIGNATE THE LOCATIONS OF THE TEST CORE LOCATIONS.
- THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
- ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS. AT A MINIMUM, DESIGN ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND AT 100' INTERVALS ALONG THE ROADWAY PROFILE ON BOTH THE DESIGN PLANS AND AS-BUILT DRAWINGS.
- THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE CURB FOR CURBS COLLECTING AND CONVEYING STORMWATER.
- CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH 3000 P.S.I. CONCRETE AT 28 DAYS. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE SAW CUT WITHIN A 1 TO 18 HOURS OF PLACEMENT. SAW CUTS SHALL BE 1/4" IN WIDTH TO A DEPTH OF 1/4 OF THE TOTAL DEPTH OF CONCRETE OR 1-1/2", WHICHEVER IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, RADIOUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE-HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH.
- AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
- A "Y" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
- A " + " SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL POTABLE WATER SERVICES.
- THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED (1 IN 14 DAYS AND 1 IN 28 DAYS) FOR EVERY SEVENTY-FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.
- A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST 30 CUBIC YARDS OF CONCRETE. THEREAFTER, SLUMP TESTS SHALL BE REQUIRED FOR EVERY THIRTY (30) CUBIC YARDS OF CONCRETE, OR FRACTION THEREOF, WITH CORRECTION OF THE RESULTS PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR. THE SLUMP TEST SHALL MEET THE REQUIRED MIX DESIGN ON EACH LOAD DELIVERED.
- THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS, STATE HIGHWAYS, AND ALONG LOCAL STREETS IN THE VICINITY OF THEIR INTERSECTION WITH THE ABOVE MENTIONED ROADWAYS.
- A FDOT APPROVED STOP SIGN AND A 24"-WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS.
- ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE-OF-TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FDOT.
- THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED WITHIN THE CITY LIMITS, BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS.
- THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
- FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3).
- BKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3).
- STANDARD TURNING RADI FOR INTERSECTIONS:

RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35-50 FT
INTERSECTIONS INTERIOR IN SUBDIVISIONS	30 FT

SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) DETERMINE THAT LARGER RADI ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADI SHALL PREVAIL.
- CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING AREAS) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM.
- ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION SHALL PERTAIN DIRECTLY TO THE TYPE OF WORK BEING PERFORMED.
- EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.
- UTILITY DEPTH:
 - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
 - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH.
 - IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS, AND RECLAIMED WATER MAINS HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

REQUIREMENTS FOR AS-BUILT DRAWINGS:

- IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.
- INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER BURED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT PARALLEL AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN SHEETS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL.
 - PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
 - ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
 - ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE. SOIT IT MAY BE COMPARED TO THE DESIGNED GRADE LINE ON THE ELEVATION. THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
 - STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
 - STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 - STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CREEKS, ETC., THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY REFLECT THE TOPOGRAPHY OF THE ROADWAY CENTERLINES AND TO PLANT. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
 - RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
 - ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
 - STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
 - SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. PLAN AND INVERT ELEVATIONS SHALL BE RECORDED AND NOTED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 - FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND MASTER DRAWING. THIS SHALL BE AS NOTED ON THE MASTER DRAWING. PLAN SHALL BE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
 - LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEEDER LINES. THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.
 - CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
 - POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. LOCATIONS OF VALVES AND CLOSURES SHALL BE TIED TO PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES, AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
 - FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
 - ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BASINS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
 - IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE



- LEGEND:**
- SF PROPOSED SILT FENCE
 - SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
 - EXISTING WETLANDS
 - PROPOSED DEMOLITION/CLEARING AREA
 - PROPOSED DIRECT WETLAND IMPACT
 - PROPOSED PERIMETER FENCE DEMOLITION LIMITS
 - EXISTING TREES TO REMAIN
 - EXISTING TREES TO BE REMOVED



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

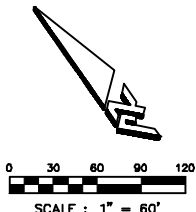
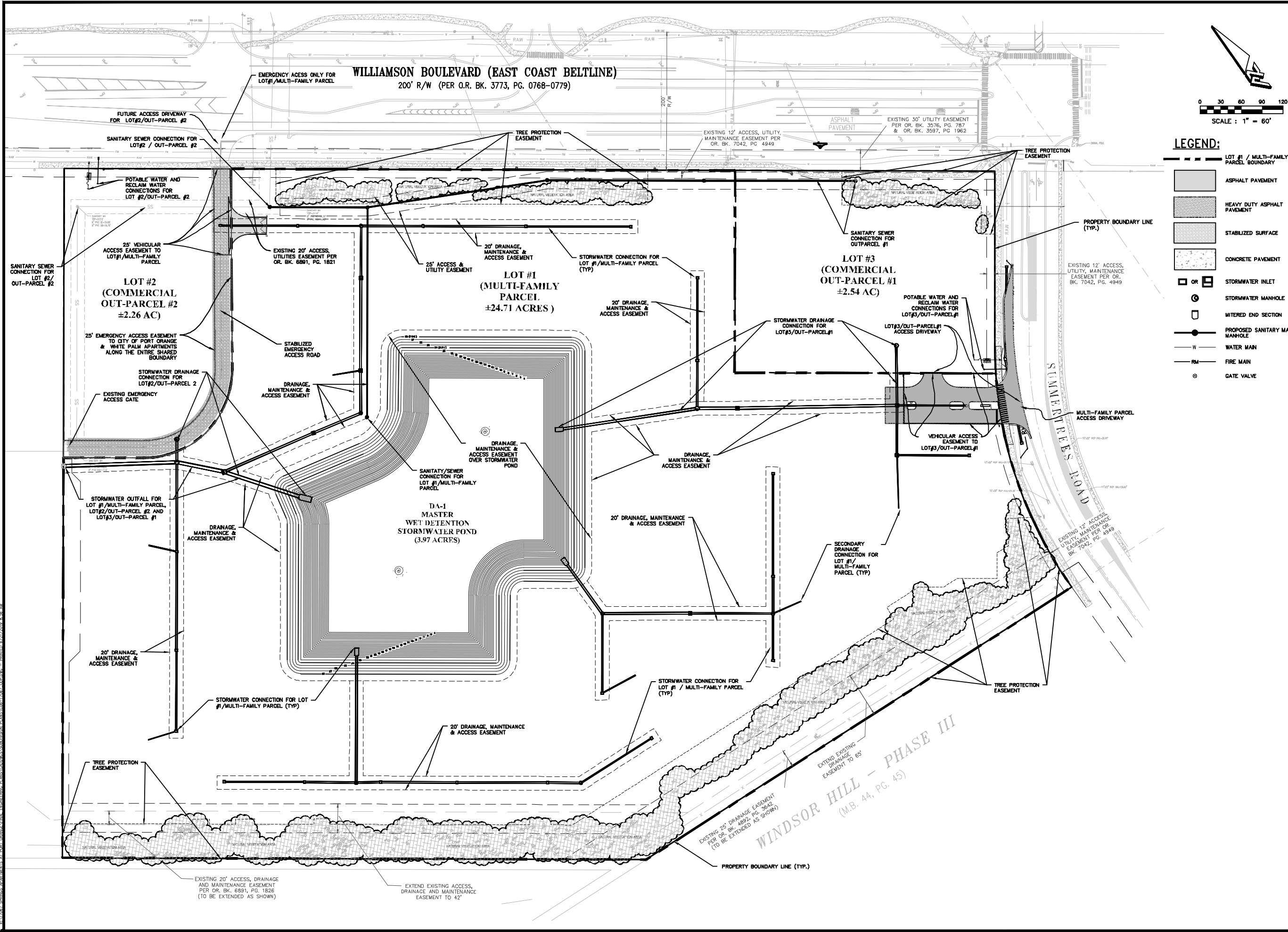
NO.	DATE	SUBMITTALS	REVISIONS
1	08/14/18	SUBDIVISION PLAN AND PLAN SUBMITTAL	
2	08/14/18	REVISIONS TO CITY OF PORT ORANGE COMMENTS DATED 06-22-18	
3	08/14/18	REVISIONS TO CITY OF PORT ORANGE COMMENTS DATED 06-22-18	

**SPRINGS
AT PORT ORANGE
SUBDIVISION PLANS
DEMOLITION & EROSION
CONTROL PLAN**

PROJECT NO:	ZC-17067
DESIGNED BY:	HK
DRAFTED BY:	HR
CHECKED BY:	HK

UNAWING FILE: C06-17067_ECP.DWG
XREFS: 17067-T3.DWG
XREFS: 17067-BASE.DWG

Haluk Kiliç
Professional Engineer
No. 17067
NOT VALID WITH SEAL



LEGEND:

- LOT #1 / MULTI-FAMILY PARCEL BOUNDARY
- ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- STABILIZED SURFACE
- CONCRETE PAVEMENT
- STORMWATER INLET
- STORMWATER MANHOLE
- MITERED END SECTION
- PROPOSED SANITARY MAIN AND MANHOLE
- WATER MAIN
- FIRE MAIN
- GATE VALVE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	SUBMITTALS	REVISIONS
1	05/14/2018	SUBDIVISION PLAN AND PLAN SUBMITTAL	
2	06/08/2018	REVISED PER CITY OF PORT ORANGE COMMENTS DATED 05/14/18	
3	06/08/2018	REVISED PER CITY OF PORT ORANGE COMMENTS DATED 05/14/18	

SPRINGS AT PORT ORANGE
SUBDIVISION PLANS
OVERALL DEVELOPMENT PLAN

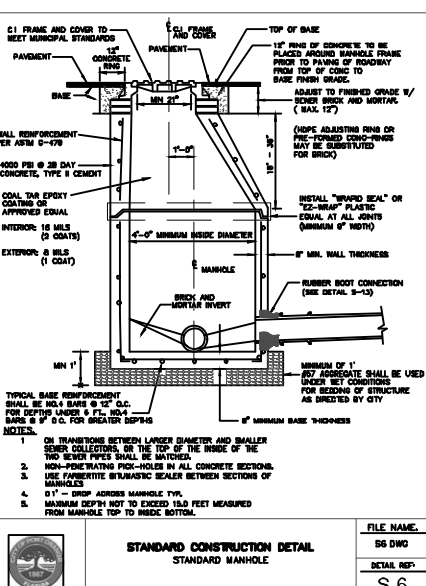
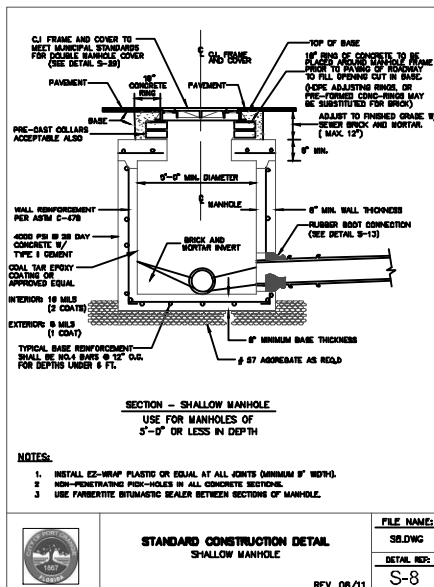
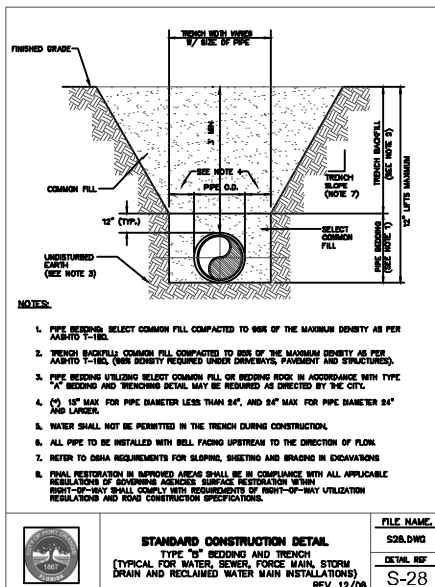
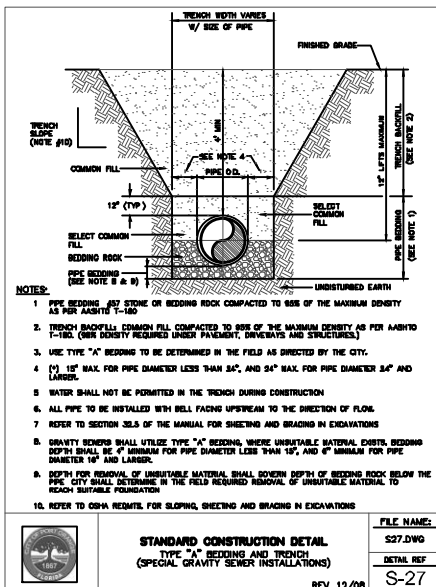
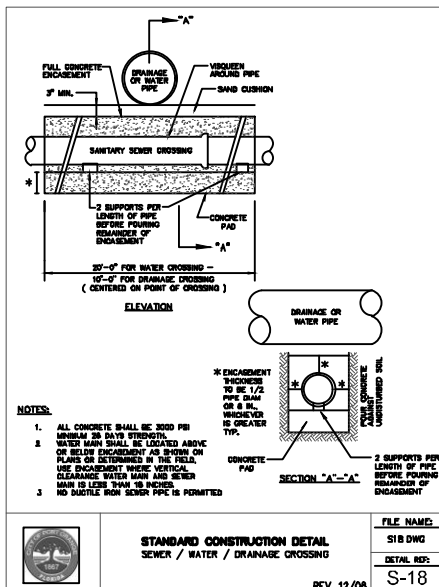
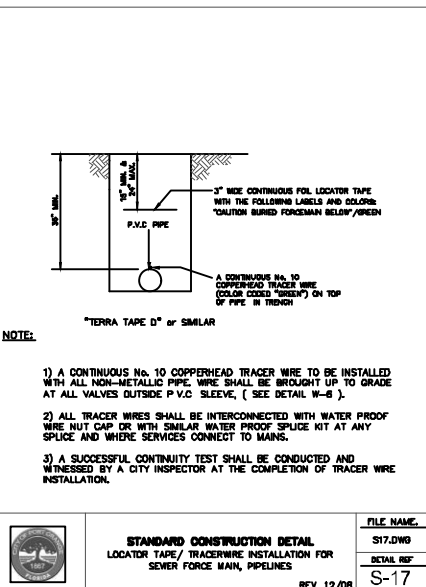
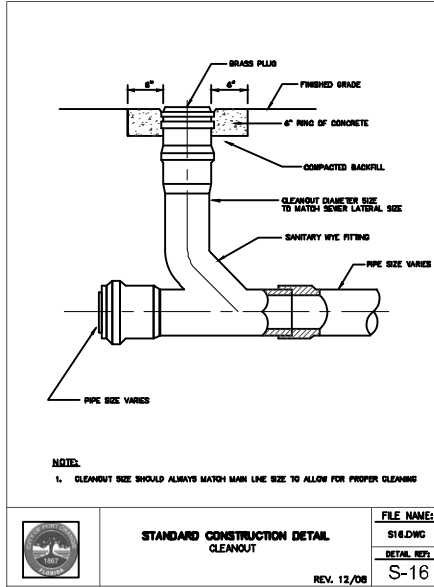
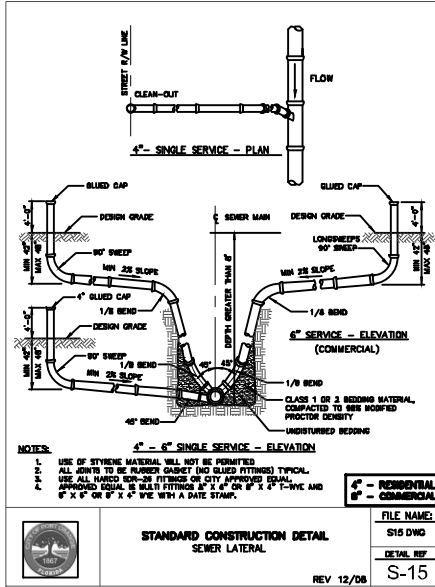
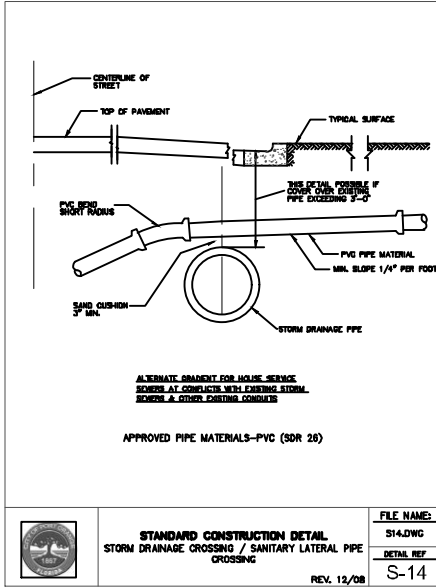
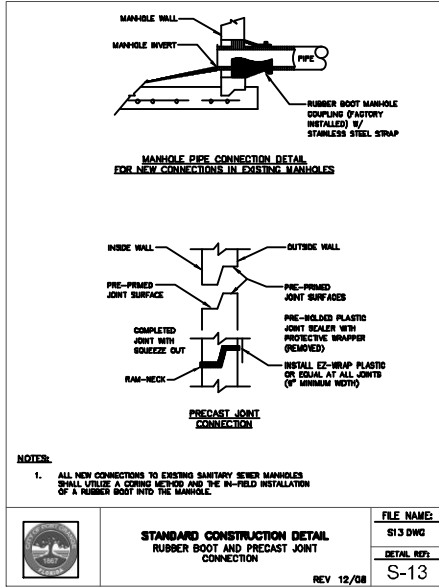
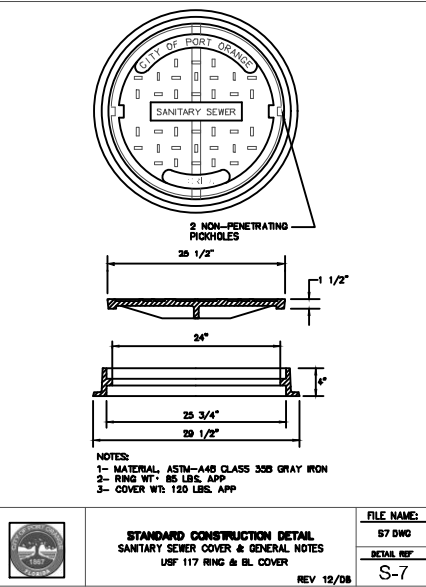
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO:	ZC-17067
DESIGNED BY:	HK
DRAFTED BY:	HK
CHECKED BY:	HK
DRAWING FILE:	C06-17067_ODP.DWG
XREFS:	17067-T3.DWG 17067-BASE.DWG

Haluk Kiliç
Professional Engineer
No. 17067
Not Valid Without Seal

SCALE:	1"=60'
SHEET:	C06 OF 13

SPRINGS AT PORT ORANGE SUBDIVISION PLANS - C06 - 17067 - ODP.DWG - PRINTED: 9/27/2018 4:08 AM



City of Port Orange Public Utilities Department
List of Approved Products

Sanitary Sewer & Force Main 12/08

Air Release Valves	
MANUFACTURER	MODEL #
A.R.I.	D-025P (Plastic)

Gate Valves and Tapping Valves - Resilient Seated (AKWA CS09 and CS15) 24" or Smaller	
MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500

Joints Restrained - PVC Only	
MANUFACTURER	MODEL #
EBBA from Inc.	Series 1500/1800 2000/2500/2800
Star Pipe	Starpipe Series 1000/1100/1200/4000
Clow Lock SLC	PV-Lock for PVC
Sigma	Cam-Lock (111 & 120) & Bell-Lock (115 & 165)
Smith-Blair	

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER & FORCE MAIN APPROVED PRODUCTS

REV. 12/08

FILE NAME: S5.DWG
DETAIL REF: S-5



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

NO.	DATE	SUBMITTALS	REVISIONS
1	08/14/10	SUBMISSION	PLAN AND SUBMITTAL
2	08/14/10	REVISION	PLAN AND SUBMITTAL
3	08/14/10	REVISION	PLAN AND SUBMITTAL

SPRINGS
AT PORT ORANGE
SUBDIVISION PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE

PROJECT NO: ZC-1/06/
DESIGNED BY: HK
DRAFTED BY: IR
CHECKED BY: HK

UNAWING FILE: C07-038-17067_DET.DWG
XREFS: 1/06/T13.DWG
XREFS:

Haluk Kilic
SCALE: AS SHOWN
SHEET: C08 OF 13

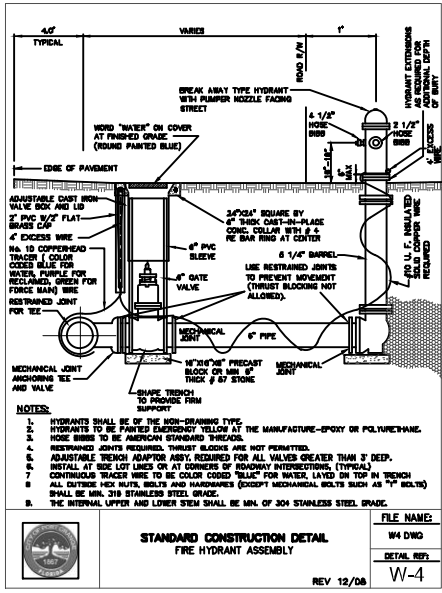
NO.	DATE	SUBMITTALS	REVISIONS
1	07/14/10	SUBDIVISION PLAN AND PLAN SUBMITTAL	
2	08/03/10	REVISED PER CITY OF PORT ORANGE COMMENTS DATED 06-25-10	
3	08/03/10	REVISED PER CITY OF PORT ORANGE COMMENTS DATED 06-25-10	

SPRINGS
AT PORT ORANGE
SUBDIVISION PLANS
CONSTRUCTION DETAILS

PROJECT NO: ZC-11067
DESIGNED BY: HK
DRAFTED BY: IR
CHECKED BY: HK

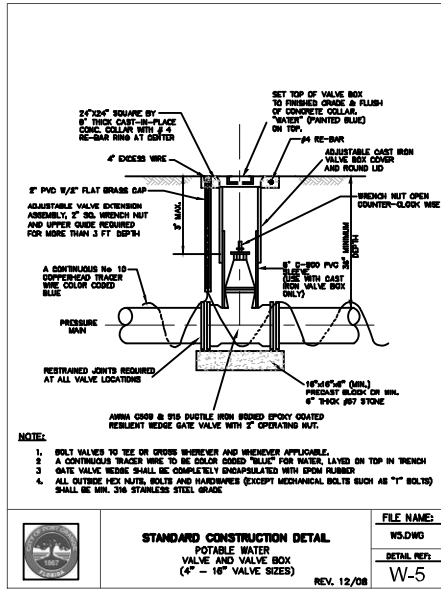
UNAWAKING FILE: C37-033-17007_DET.DWG
XREFS: 1/06-T19.DWG
XREFS:

City of Port Orange Public Utilities Department List of Approved Products		12/08
Potable Water		
Fire Hydrant (5" Barrel)		
MANUFACTURER	MODEL #	
Mueller	A423 Super Centurion 250	
American AWK Co.	Series #2780	
American Darling	5" N° B-84-85	
Clow	Medallion # F-2545 55	
Air Release Valves		
MANUFACTURER	MODEL #	
Val-Matic	Series 38	
Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and C315) 24" or Smaller (Valve Wedge to be complete enclosed with EPDM rubber)		
MANUFACTURER	MODEL #	
American AWK Co.	Series 3, 18, 25, 45, 55, & 66	
Clow	Model 2638 and 2639	
Mueller	A-2360, A-2361, T-2360 & T-2361	
American Flow Control	Series 2500	
STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS		FILE NAME W3.DWG
		DETAIL REF: W-3



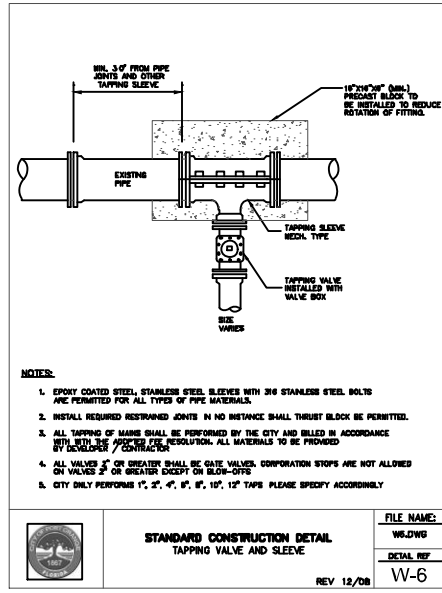
STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

FILE NAME: W4.DWG
DETAIL REF: W-4



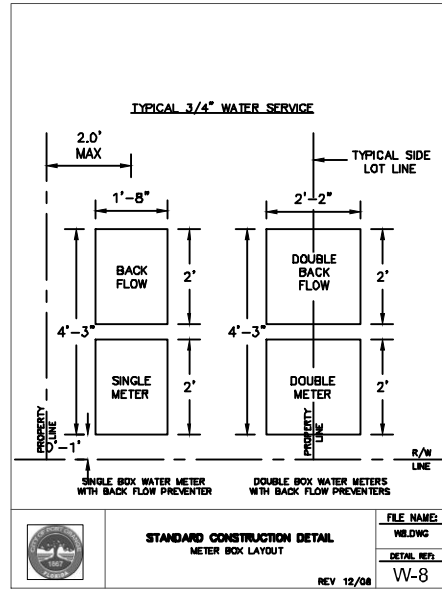
STANDARD CONSTRUCTION DETAIL
POTABLE WATER
VALVE AND VALVE BOX
(4" - 16" VALVE SIZES)
REV. 12/08

FILE NAME: W5.DWG
DETAIL REF: W-5



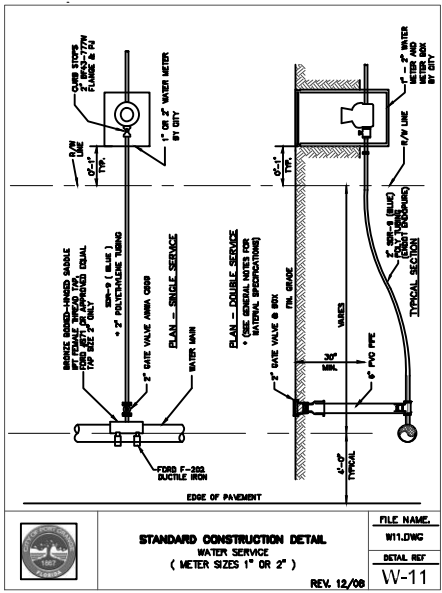
STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
REV. 12/08

FILE NAME: W6.DWG
DETAIL REF: W-6



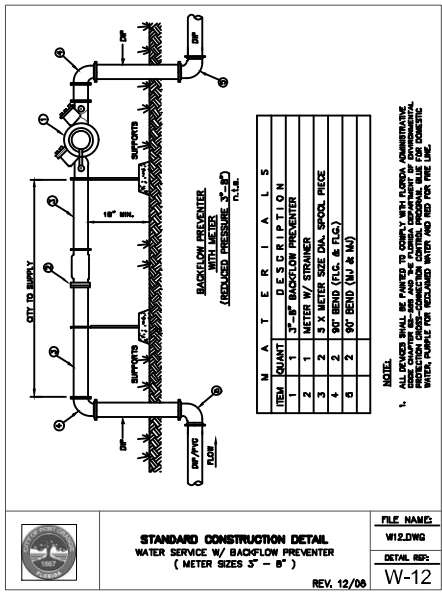
STANDARD CONSTRUCTION DETAIL
METER BOX LAYOUT
REV. 12/08

FILE NAME: W8.DWG
DETAIL REF: W-8



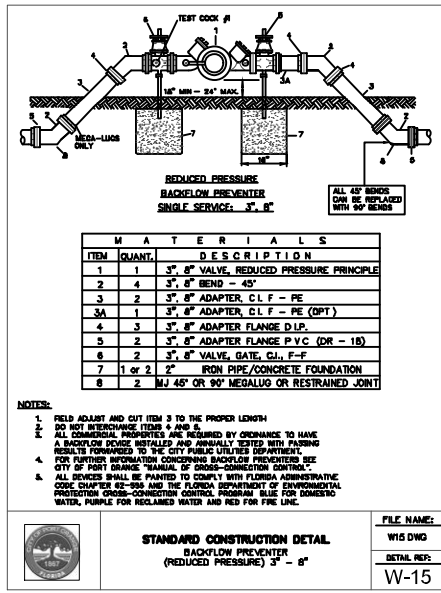
STANDARD CONSTRUCTION DETAIL
WATER SERVICE
(METER SIZES 1" OR 2")
REV. 12/08

FILE NAME: W11.DWG
DETAIL REF: W-11



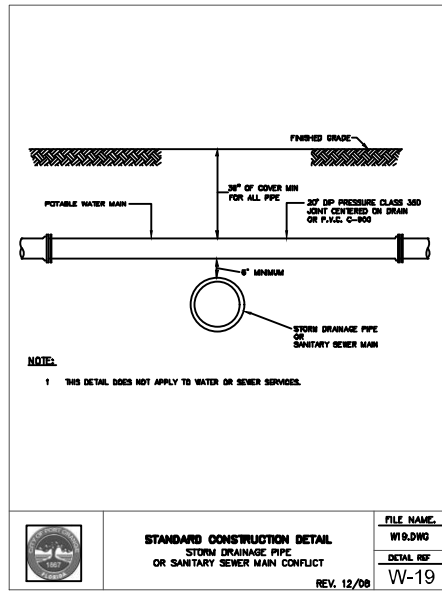
STANDARD CONSTRUCTION DETAIL
WATER SERVICE W/ BACKFLOW PREVENTER
(METER SIZES 3" - 8")
REV. 12/08

FILE NAME: W12.DWG
DETAIL REF: W-12



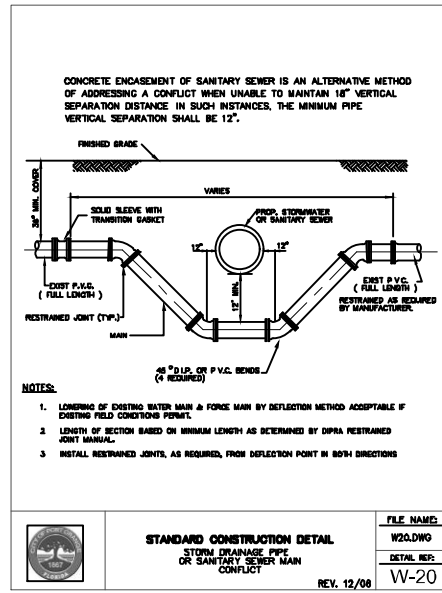
STANDARD CONSTRUCTION DETAIL
BACKFLOW PREVENTER
(REDUCED PRESSURE) 3" - 8"
REV. 12/08

FILE NAME: W15.DWG
DETAIL REF: W-15



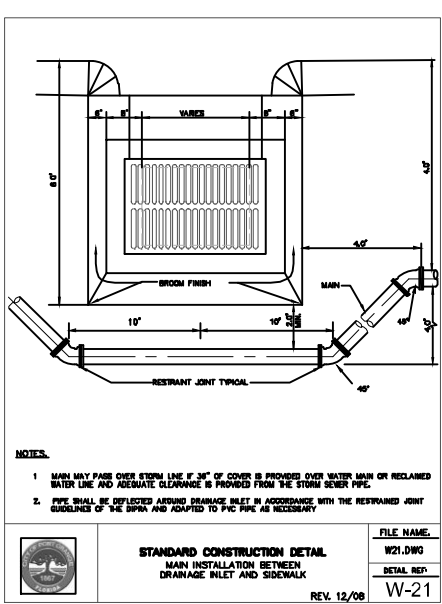
STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT
REV. 12/08

FILE NAME: W19.DWG
DETAIL REF: W-19



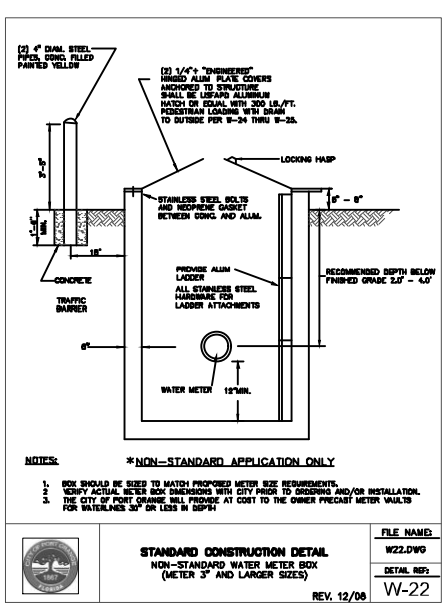
STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT
REV. 12/08

FILE NAME: W20.DWG
DETAIL REF: W-20



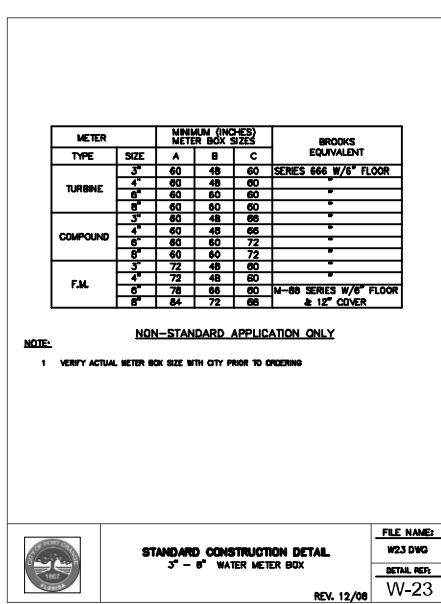
STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK
REV. 12/08

FILE NAME: W21.DWG
DETAIL REF: W-21



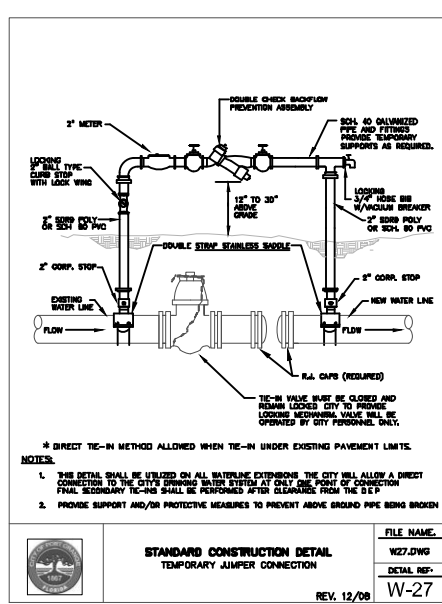
STANDARD CONSTRUCTION DETAIL
NON-STANDARD WATER METER BOX
(METER 3" AND LARGER SIZES)
REV. 12/08

FILE NAME: W22.DWG
DETAIL REF: W-22



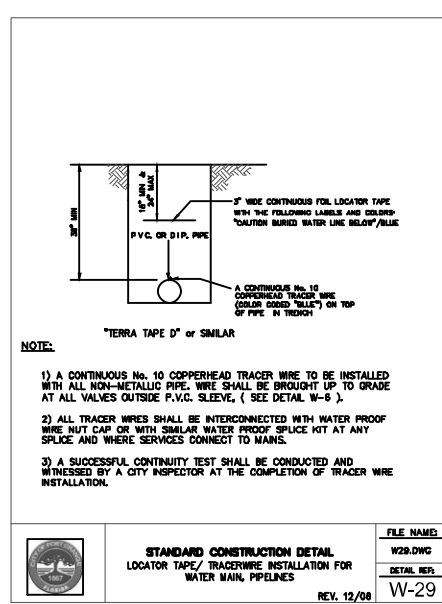
STANDARD CONSTRUCTION DETAIL
3" - 8" WATER METER BOX
REV. 12/08

FILE NAME: W23.DWG
DETAIL REF: W-23



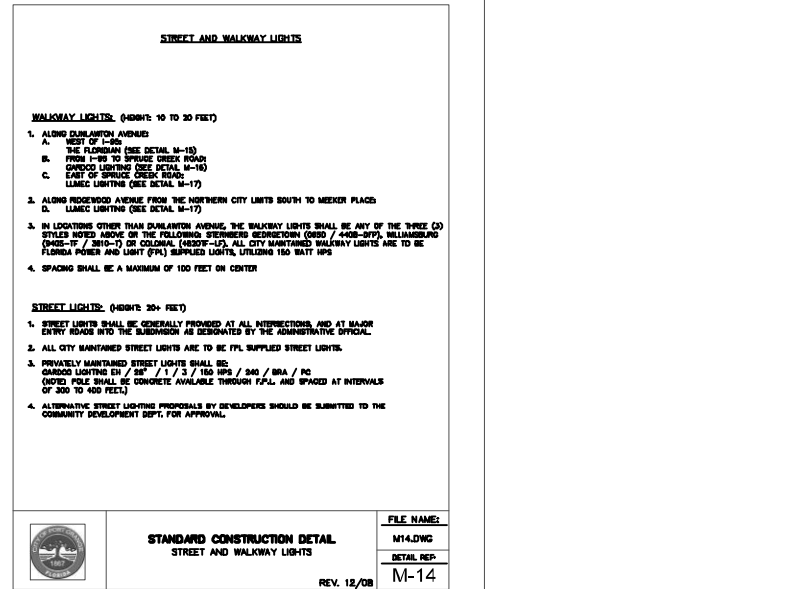
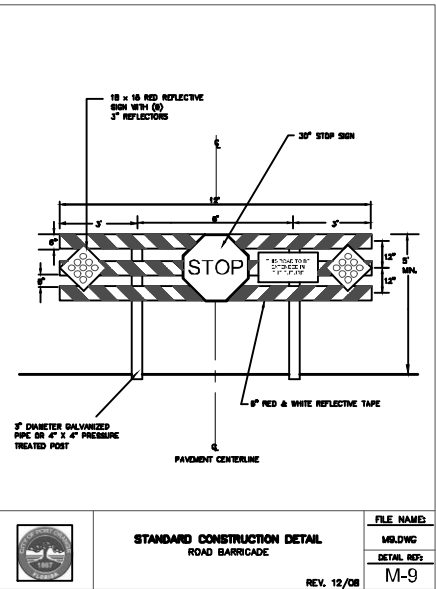
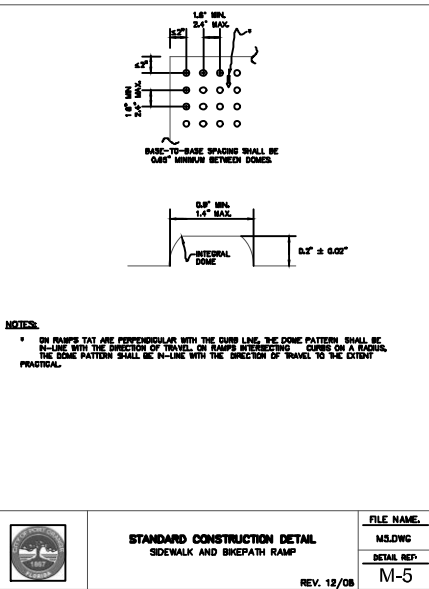
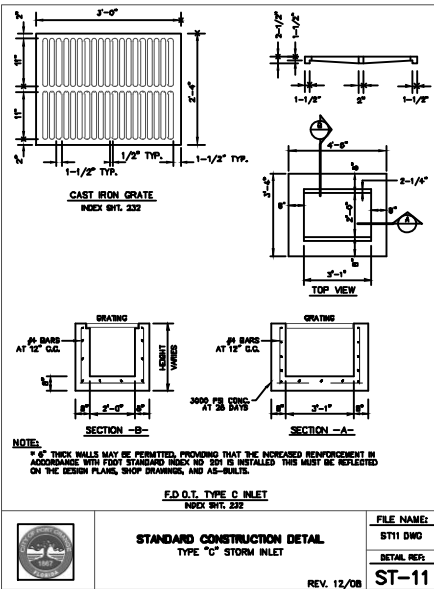
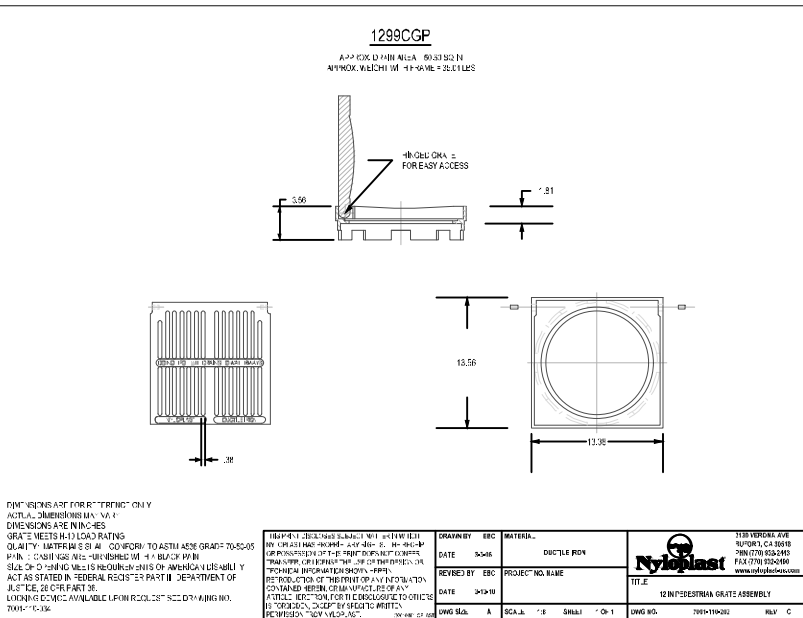
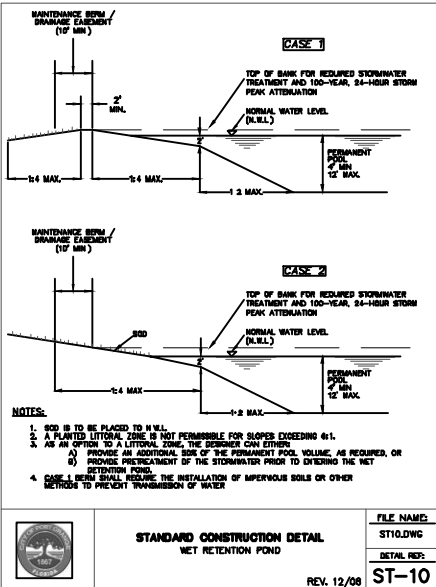
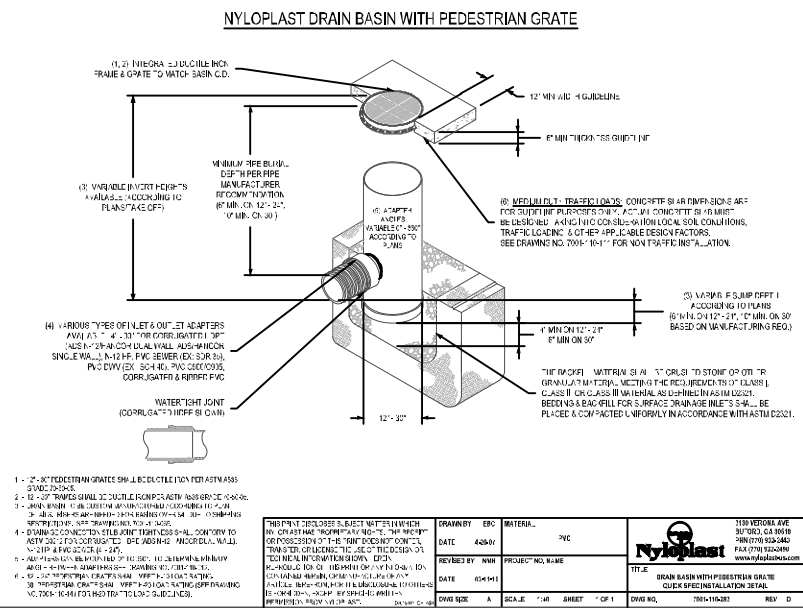
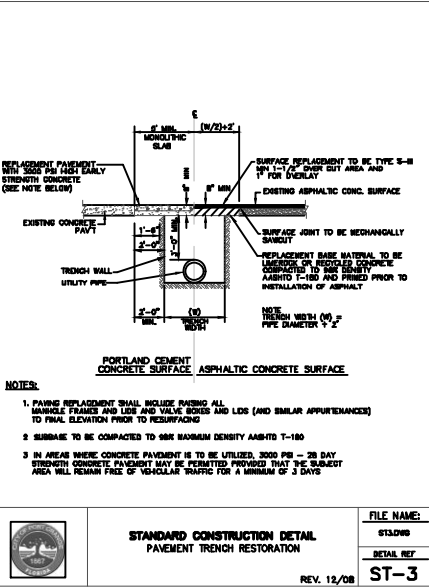
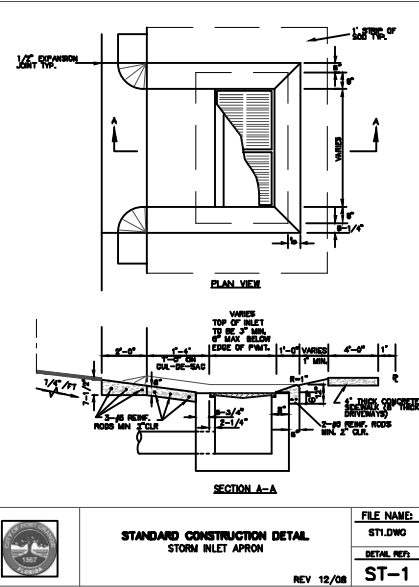
STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

FILE NAME: W27.DWG
DETAIL REF: W-27



STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR
WATER MAIN PIPELINES
REV. 12/08

FILE NAME: W29.DWG
DETAIL REF: W-29



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	SUBMITTALS	REVISIONS
1	01/10/18	1	1
2	01/10/18	2	2
3	01/10/18	3	3

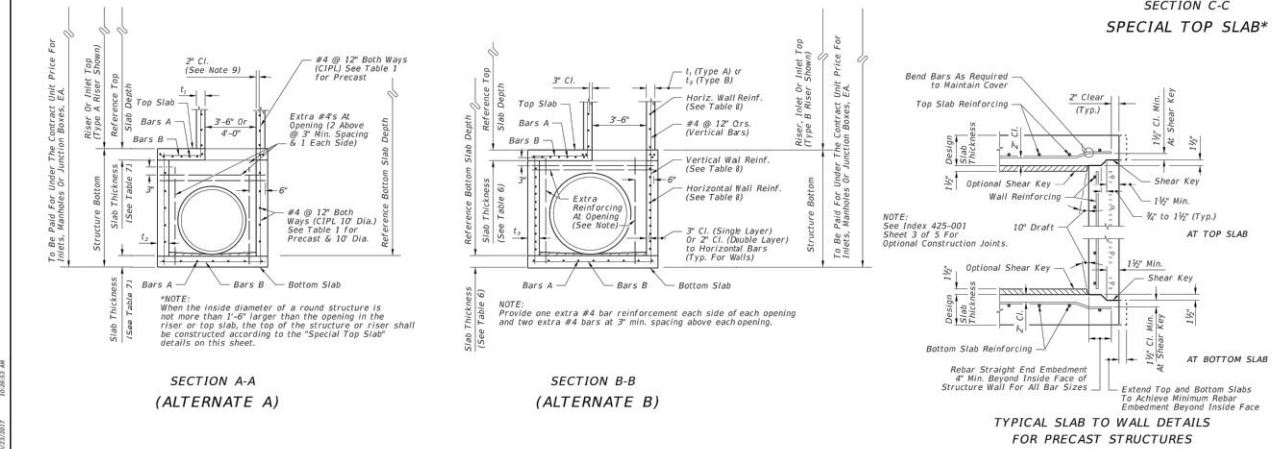
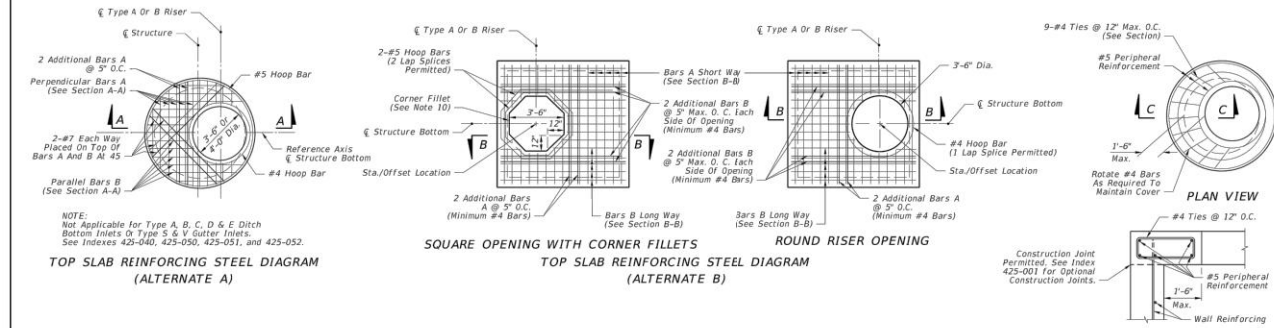
SPRINGS
AT PORT ORANGE
SUBDIVISION PLANS
CONSTRUCTION DETAILS

PROJECT NO: ZC-1106/
DESIGNED BY: HK
DRAFTED BY: IR
CHECKED BY: HK

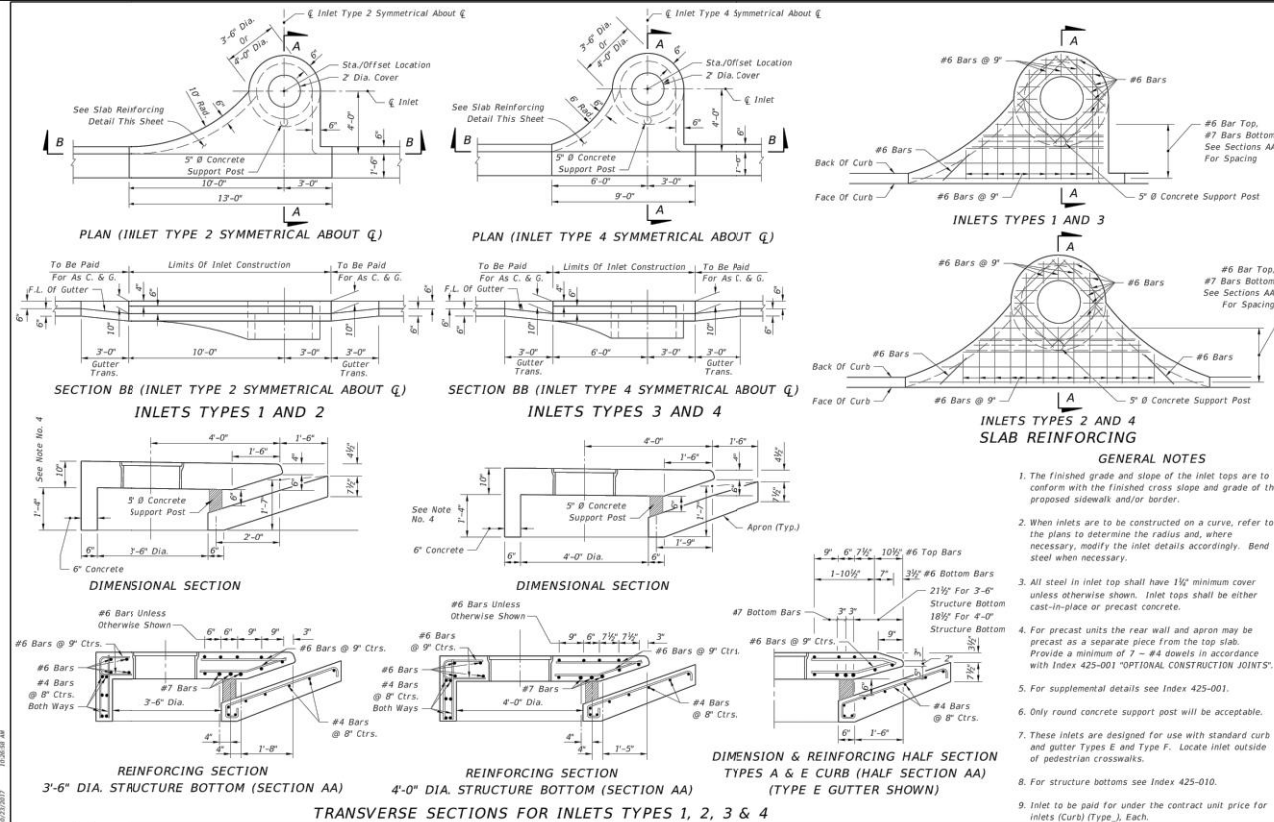


HALUK KILIÇ, P.E. NO. 3121
NOT VALID WITHOUT SEAL
SCALE: AS SHOWN
SHEET: C10 OF 13

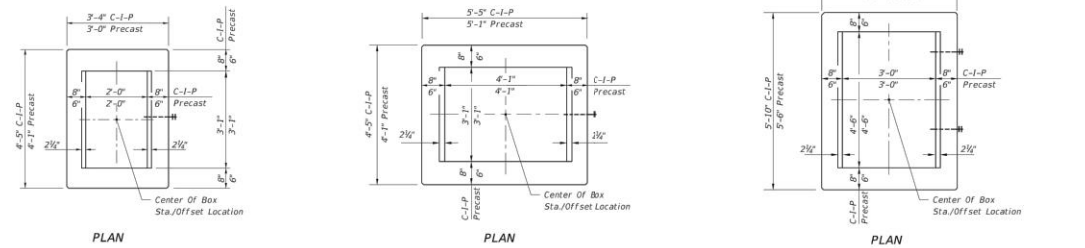
SPRINGS AT PORT ORANGE SUBDIVISION PLANS 001-50-100-DEWG - PRINTED 12/22/2017 3:54 PM



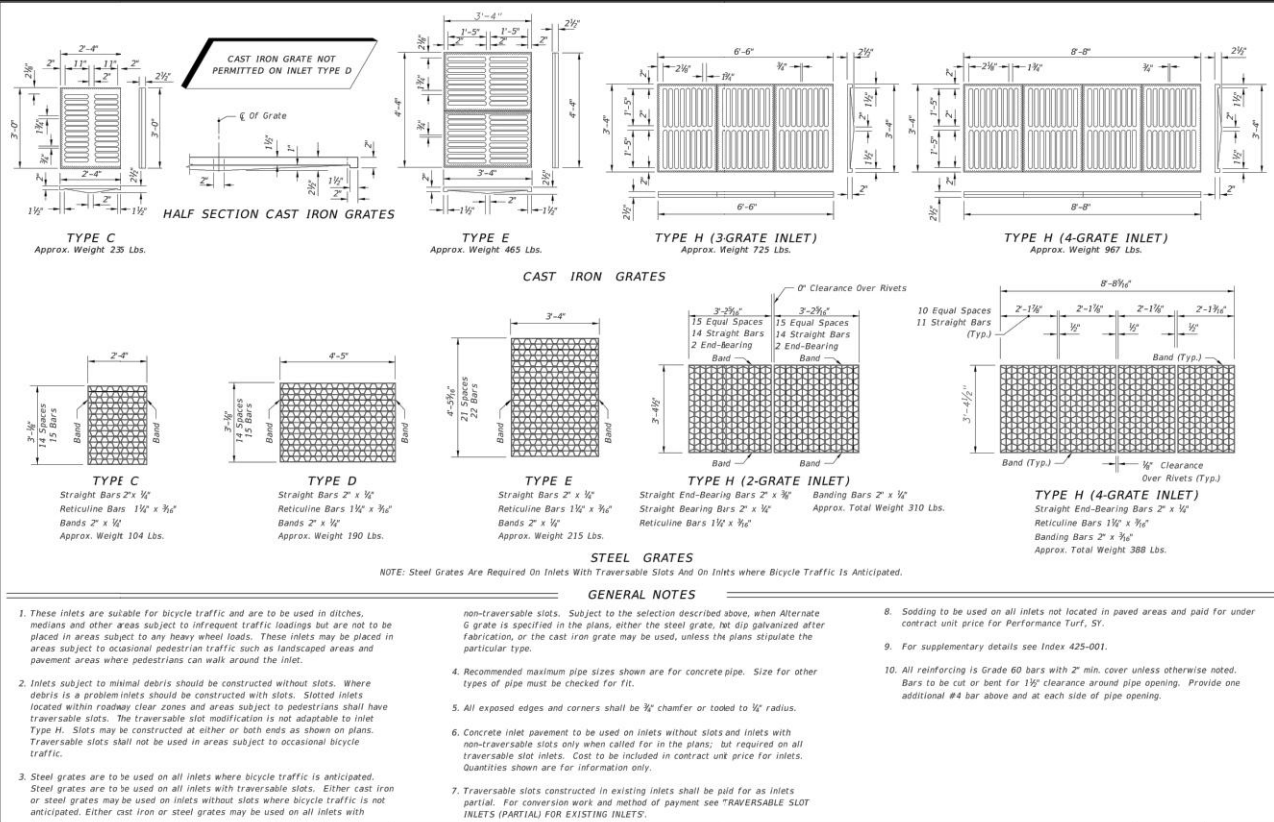
LAST REVISION	DESCRIPTION:	FDOT	FY 2018-19	STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/17					425-010	1 of 5	



LAST REVISION	DESCRIPTION:	FDOT	FY 2018-19	STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX	SHEET
11/01/17					425-020	1 of 1	



LAST REVISION	DESCRIPTION:	FDOT	FY 2018-19	STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX	SHEET
11/01/17					425-052	1 of 7	



LAST REVISION	DESCRIPTION:	FDOT	FY 2018-19	STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX	SHEET
11/01/17					425-052	3 of 7	



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	SUBMITTALS	REVISIONS
1	12/22/2017	SUBDIVISION PLAN AND PLAN SUBMITTAL	
2	12/22/2017	REVISIONS TO CITY OF PORT ORANGE COMMENTS DATED 12/14/17	
3	12/22/2017	REVISIONS TO CITY OF PORT ORANGE COMMENTS DATED 12/22/17	

SPRINGS
AT PORT ORANGE
SUBDIVISION PLANS
CONSTRUCTION DETAILS

PROJECT NO: ZC 11067
DESIGNED BY: HK
DRAFTED BY: IR
CHECKED BY: HK



HALUK KILIC, P.E. NO. 3121
NOT VALID WITHOUT SEAL
SCALE: AS SHOWN
SHEET: C11 OF 13

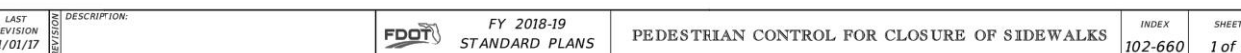
LAST REVISION 11/01/17	DESCRIPTION:	 FY 2018-19 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 1 of 6
------------------------------	--------------	--	---------------------------------	------------------	-----------------

DESCRIPTION:	 FY 2018-19 STANDARD PLANS	SIDE DRAIN MITERED END SECTION	INDEX 430-02
--------------	--	--------------------------------	-----------------



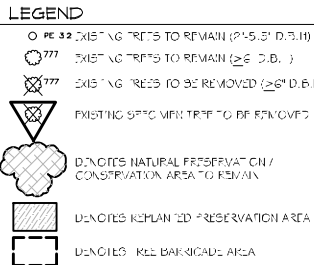
S = minimum shoulder width
 L = Length of shoulder taper in feet
 W = Width of total shoulder in feet
 (combined paved and unpaved width)
 S = Posted speed limit (mph)

LIST SION 11/17	DESCRIPTION:	 FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 1
-----------------------	--------------	--	-------------------------------------	------------------	-----------------





INDEX	SHEET
102-613	2 of 2



**ZEV COHEN
& ASSOCIATES, INC.**
300 WILSON BLVD., STE. 200
CHICAGO, ILL. 60601
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

[illegible]

SPRINGS AT PORT ORANGE SUBDIVISION PLANS TREE PROTECTION PLAN & DETAILS

CITY OF PORT ORANGE

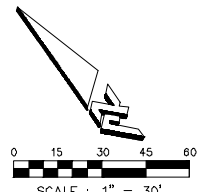
PROJECT NO: ZC 17067
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SRB
DRAWING FILE: 17067_SP-TP.DWG XREF'S: 17067BAS.DWG XREF'S: 17067SURVX.DWG



NOT VALID WITHOUT SEAL

SCALE: AS SHOWN

SHEET: TP3 OF 6





13.5/834

VOLUSIA COUNTY FLORIDA

CITY OF PORT ORANGE

114/115



SCALE: AS SHOWN

SHEET: TP6 OF 6

Species	DBH	Pinus elliptica	5.2	Pinus elliptica	4.1
Pinus elliptica	2.9	Pinus elliptica	5	Pinus elliptica	3
Pinus elliptica	3	Pinus elliptica	3.7	Pinus elliptica	4.5
Pinus elliptica	4.1	Pinus elliptica	4.4	Pinus elliptica	3.1
Quercus laevis	3.5	Pinus elliptica	3.1		
Pinus elliptica	5.2	Pinus elliptica	5.6		
Taxodium distichum	3.5	Pinus elliptica	3.7		
Pinus elliptica	2.4	Pinus elliptica	4.8		
Pinus elliptica	4.9	Pinus elliptica	3.4		
Pinus elliptica	5.4	Pinus elliptica	5		
Pinus elliptica	5.6	Pinus elliptica	5.3		
Pinus elliptica	2.7	Pinus elliptica	4.7		
Pinus elliptica	4.6	Pinus elliptica	5.5		
Pinus elliptica	3.4	Pinus elliptica	4		
Pinus elliptica	4	Magnolia virginiana	4.2		
Pinus elliptica	5.2	Pinus elliptica	3.5		
Pinus elliptica	3	Pinus elliptica	5.2		
Pinus elliptica	3.2	Pinus elliptica	4.6		
Pinus elliptica	3	Pinus elliptica	4.1		
Pinus elliptica	3.1	Pinus elliptica	2.6		
Pinus elliptica	5.3	Pinus elliptica	3.6		
Quercus laevis	4.5	Pinus elliptica	4.1		
Pinus elliptica	5.4	Pinus elliptica	4.1		
Pinus elliptica	4	Pinus palustris	4.6		
Pinus elliptica	4.8	Pinus elliptica	4.4		
Ilex cassine	3.2	Pinus elliptica	5.2		
Pinus elliptica	3.2	Pinus elliptica	3.7		
Pinus elliptica	3.1	Pinus elliptica	3.5		
Pinus elliptica	4.3	Pinus elliptica	3.6		
Pinus elliptica	3.5	Pinus elliptica	4.1		
Magnolia grandiflora	3.1	Pinus elliptica	3.1		
Pinus elliptica	4.6	Pinus elliptica	3		
Pinus elliptica	2.6	Pinus elliptica	4.1		
Pinus elliptica	3.6	Pinus elliptica	3.7		
Pinus elliptica	5.3	Pinus elliptica	4.5		
Pinus elliptica	3	Pinus elliptica	2.6		
Pinus elliptica	3	Pinus elliptica	4.1		
Pinus elliptica	2.9	Pinus elliptica	5.1		
Pinus elliptica	4.3	Pinus elliptica	3.4		
Pinus elliptica	3.4	Pinus elliptica	3.2		
Pinus palustris	4	Pinus elliptica	4		
Pinus elliptica	2.7	Pinus elliptica	2.6		
Pinus elliptica	3	Pinus elliptica	4		
Pinus elliptica	4.8	Pinus elliptica	3.3		
Pinus elliptica	4.2	Pinus elliptica	3		
Pinus elliptica	3.3	Pinus elliptica	3.5		
Pinus elliptica	5.6	Pinus elliptica	4.6		
Pinus elliptica	4.5	Pinus elliptica	4.6		
Pinus elliptica	5.6	Pinus elliptica	4.1		
Pinus elliptica	3.7	Pinus elliptica	5.6		
Pinus elliptica	2.5	Pinus elliptica	3.4		
Pinus elliptica	2.7	Pinus elliptica	4.1		
Taxodium distichum	4.3	Pinus elliptica	4.1		
Taxodium distichum	4	Pinus elliptica	4.4		
Taxodium distichum	3.2	Pinus elliptica	4.6		
Pinus elliptica	4.5	Pinus elliptica	3.4		
Pinus elliptica	2.9	Pinus elliptica	4.4		
Taxodium distichum	4.4	Pinus elliptica	5.5		
Pinus elliptica	4.3	Ilex cassine	3.5		
Taxodium distichum	4.6	Ilex elliptica	3.6		
Taxodium distichum	2.9	Quercus myrtilloides	5		
Taxodium distichum	4	Quercus myrtilloides	4.4		
Taxodium distichum	2.9	Ilex cassine	3.1		
Taxodium distichum	3.1	Ilex cassine	4.1		
Taxodium distichum	4.6	Pinus elliptica	3		
Pinus palustris	2.9	Ilex cassine	4.1		
Pinus elliptica	2.6	Ilex cassine	4.5		
Pinus elliptica	2.7	Pinus elliptica	4		
Quercus geminata	4.3	Pinus elliptica	5.4		
Pinus palustris	3.1	Pinus elliptica	5.1		
Quercus laevis	3.7	Pinus elliptica	5.1		
Pinus elliptica	3.4	Pinus elliptica	3.7		
Pinus elliptica	2.9	Pinus elliptica	2.2		
Pinus elliptica	4.7	Pinus elliptica	3.1		
Pinus elliptica	4	Pinus elliptica	4.5		
Pinus elliptica	5.1	Pinus elliptica	3.9		
Pinus elliptica	3	Pinus elliptica	5		
Pinus elliptica	4.2	Pinus elliptica	2.6		
Pinus elliptica	4.6	Pinus elliptica	3.7		
Pinus elliptica	5.3	Pinus elliptica	4		
Pinus elliptica	4	Pinus elliptica	2.6		
Pinus elliptica	4.1	Pinus elliptica	2.5		
Pinus elliptica	4.2	Pinus elliptica	3.5		
Pinus elliptica	2.7	Pinus elliptica	4.6		
Pinus elliptica	5.6	Pinus elliptica	5		

[illegible]

* 359 TREES ARE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H19) First Reading - Ordinance No. 2019-31 - Amending Chapter 42 Section 42-26 Relating to Standards for Maintenance of Properties and Chapter 70 Relating to the Number/Location of Recreational Vehicles on a Residential Lot

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-31 relating to Property Maintenance and Number of Recreational Vehicles on Residential Lots.

SUMMARY: Code Enforcement is requesting to amend Chapter 42, Section 42-26 of the Code of Ordinances relating to the standards for maintenance of property to require edging of sidewalks and Chapter 70 limiting the number and location of recreational vehicles and equipment parked on residential lots to no more than three recreational vehicles on a single residential lot.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ordinance No. 2019-31	Ordinance No. 2019-31.pdf
----	-----------------------	---------------------------

Debbie Grabowski	Created/Initiated - 8/15/2019
William Proctor	Approved - 8/16/2019
Thomas Grimaldi	Approved - 8/16/2019
Scott Neils	Approved - 8/16/2019
Margaret Roberts	Approved - 9/9/2019
Jake Johansson	Approved - 9/9/2019
Robin Fenwick	Final Approval - 9/9/2019

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 42, SECTION 42-26 OF THE CODE OF ORDINANCES RELATING TO THE STANDARDS FOR MAINTENANCE OF PROPERTIES TO REQUIRE EDGING OF SIDEWALKS; AND CHAPTER 70, SECTIONS 70-36 AND 70-48 LIMITING THE NUMBER AND LOCATION OF MOTOR VEHICLES, TRAILERS, RECREATIONAL VEHICLES AND EQUIPMENT PARKED ON RESIDENTIAL LOTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property maintenance standards and parking regulations are both aimed at preserving high quality aesthetics within the City of Port Orange; and

WHEREAS, the edging of sidewalks not only improves aesthetics, but also preserves public safety, as well as accessibility, for those traversing the sidewalks; and

WHEREAS, limiting the number of recreational vehicles that may be parked on a residential lot, and describing where such recreational vehicles along with motor vehicles should be parked on residential property serves the general public by preserving community aesthetics; and

WHEREAS, for purposes of this Ordinance, text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 42, Section 42-26 of the Code of Ordinances, to read as follows:

Chapter 42 – NUISANCES

Section 42-26. – Cleanliness of property generally – Duty of owner.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Improved lot means any lot which improvements have been made, including, but not limited to, change of grade through filling or excavation, installation of water or sewer line, clearing of property to begin construction, or any other physical alteration which has significantly disturbed the natural vegetation on the site.

Undergrowth means herbaceous plants, plants and grasses with stems that wither away annually as distinguished from trees or shrubs with woody stems that live from year to year.

Unimproved lot means any lot which remains undisturbed and in a natural vegetative state.

(b) *Purpose and intent.* The city recognizes the need to protect the health, safety and welfare of the citizens of the city through control and elimination of aesthetically displeasing and potentially dangerous accumulations of garbage, waste, trash, debris, junk and undergrowth. It is, therefore, the purpose and intent of this section to reduce or eliminate such conditions within reasonable limits by hereby establishing a duty and responsibility on the part of the owner of designated lots located within the city to keep such lot free and clear of garbage, waste, trash, debris, junk and undergrowth.

(c) *Maintenance of commercial and industrial zoned lots.* The owner of every improved lot, piece and parcel of land located within a commercial or industrial zone within the city shall keep each such lot, piece or parcel of land free and clear of all fallen trees and limbs and undergrowth exceeding 12 inches in height. However, nothing in this subsection shall be construed to require natural areas located within larger improved lots to be cut to a height less than 12 inches within such natural areas. The owner's maintenance responsibility shall also include the edging of ground cover adjacent to sidewalks. Owners of unimproved vacant parcels in such zones shall similarly maintain such portion of their property as lies within ten feet of any improved property, any sidewalk, roadway or bicycle path.

(d) *Maintenance of improved residential lots.* The owner of an improved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep such lot free and clear of all fallen trees and limbs. All weeds, grass and undergrowth shall be cut to a height not exceeding ten inches. However, nothing in this subsection shall be construed to require natural areas located within larger improved lots to be cut to a height less than ten inches within such natural areas. The owner's maintenance responsibility shall also include the edging of ground cover adjacent to sidewalks.

(e) *Maintenance of unimproved residential lots.* The owner of an unimproved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep that portion of his property abutting and within ten feet of any improved lot, sidewalk, street or bicycle path free and clear of all fallen trees and limbs, and all weeds, grass and undergrowth therein shall be cut to a height not exceeding 12 inches within such area. The owner's maintenance responsibility shall also include the edging of ground cover adjacent to sidewalks.

(f) *Garbage, waste, trash, etc., prohibited.* The owner of every lot, piece and parcel of land located within the city shall keep each such lot, piece and parcel of land free and clear of garbage, waste, trash, debris and junk.

(g) *No property maintenance permit required; other restrictions and requirements applicable.* No permit shall be required for the limited property maintenance required by this section; however, the requirements, restrictions and limitations imposed by other sections of this Code and applicable provisions of the land development code pertaining to environmental preservation, tree removal, change of grade, etc., shall be effective. In the event of any conflict between this section and any other provision of this Code or applicable provision of the land development code, the other sections of this Code or applicable provisions of the land development code shall prevail and govern.

(h) *Abutting property owner maintenance of parkages.* It shall be the duty of every owner of real property within the city to at all times cause to be cut, edged and ~~mowed~~ mowed the grass and weeds, and to cause to be cut and trimmed the flowers, vines, shrubbery, and trees not exceeding six feet in height, in a manner that protects and promotes the public health, safety and welfare and presents an aesthetically pleasing appearance in those areas of the package most nearly abutting their properties. Parkages abutting improved residential or commercial lots shall be maintained as provided in subsection (d) of this section for improved residential lots. Parkages abutting unimproved residential lots shall be maintained as provided in subsection (e) of this section for the maintained portion of unimproved residential lots. "Package" is that space between the private property lot or survey line of the property owner and the paved or graded portion of the public street adjacent thereto and includes that area between a sidewalk and street. Every property owner shall also have the duty of removing any refuse or other debris existing within the adjacent package, but the placement of refuse for collection in a manner and in containers specified by other provisions of this Code is not prohibited.

SECTION 2. The City Council of the City of Port Orange hereby amends Chapter 70, Section 70-36 of the Code of Ordinances, to read as follows:

Chapter 70 – TRAFFIC

Sec. 70-36. - Stopping, standing or parking prohibited in specified places.

(a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(1) Stop, stand or park a motor vehicle or trailer:

a. – j. [*Remain unchanged*]

k. On any other portion of the ~~front~~ yard of a residential lot, except on approved driveways. As used in this section, driveways shall be constructed of the following materials:

1. Concrete or paved materials;
2. Nonpaved materials, excluding grass and dirt, provided that loose materials such as gravel, bark or cypress mulch are effectively contained within a border of concrete, railroad ties, or other rigid materials; or
3. Concrete paver strips, paver blocks, or other semi-pervious materials.

(2) – (3) [*Remain unchanged*]

(b) [*Remains unchanged*]

SECTION 3. The City Council of the City of Port Orange hereby amends Chapter 70, Section 70-48 of the Code of Ordinances, to read as follows:

Chapter 70 – TRAFFIC

Sec. 70-48. – Parking of recreational vehicles and equipment on residential premises.

- (a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). "Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.
- (b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.
- (c) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:
 - (1) In an enclosed building or a completely enclosed garage.
 - (2) Behind the front plane of a dwelling unit.
 - (3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

- (d) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (c)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.
- (e) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.
- (f) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.

(g) No more than three recreational vehicles may be parked on a single residential lot.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H20) First Reading - Ordinance 2019-32 - PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan (Case No. 19-40000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-32, Amending and Restating the Colony in the Wood Planned Unit Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (08/22/19): Recommended Approval

Atwell, LLC, applicant and agent on behalf of the property owner, requests approval to Amend and Restate the Colony in the Wood Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. The proposed PUD Amendment provides the regulatory framework for a mobile home park with a maximum of 404 mobile home units and remove office, commercial, and multi-family uses as permitted uses on the front portion of the property. If the Amended and Restated MDA and CDP is approved, the applicant plans to submit a site plan to construct the required site improvements to add up to a maximum of 19 mobile homes to the existing mobile home park property.

The subject property is currently developed as a mobile home park (Colony in the Wood) with 385 existing mobile home sites. In 2010, the mobile home park property was annexed into Port Orange and rezoned to Planned Unit Development (PUD). As part of the 2010 PUD, the front portion of the property adjacent to Clyde Morris Boulevard could be developed with a combination of office, commercial, and multi-family uses. In 2017, the property was sold, and the current property owner is now proposing to expand the mobile home park and not develop the front portion of the property as a mixed-use development. In the summer of 2018, a FLU map amendment (Ordinance No. 2018-29) was approved to change the front portion of the property along Clyde Morris Boulevard to Urban Medium Density Residential (4-8 units/acre) in anticipation of this proposed PUD amendment.

The proposed amendment is consistent with the land use and density allowed by the Urban Medium Density Residential Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 404 dwelling units or 4.9 dwelling units/acre and is consistent with the density allowed by the Urban Medium Density Residential FLU designation (4 to 8 units/acre).

The proposed Amended and Restated Colony in the Wood MDA and CDP is for an existing infill development within an existing built mobile home park already served by public infrastructure (water, sewer, roads, parks, schools, etc.). The PUD also provides an affordable, age-restricted housing choice, centrally located with access to services and shopping through multiple transportation modes (VOTRAN, walking, biking, and motor vehicle).

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2019-32	Ord No 2019-32.pdf
2.	Exhibit 1 to Ord. No. 2019-32	Amended and Restated Colony in the Wood PUD MDA_CDP.pdf
3.	Staff Report	CC_Colony in the Wood PUD Restatement_staff report.pdf

Penelope Cruz	Created/Initiated - 8/26/2019
Tim Burman	Approved - 8/28/2019
Shannon Balmer	Approved - 9/6/2019
Jake Johansson	Approved - 9/6/2019
Robin Fenwick	Final Approval - 9/9/2019

ORDINANCE NO. 2019-32

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE COLONY
IN THE WOOD A PLANNED UNIT DEVELOPMENT
AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT AND THE CONCEPTUAL DEVELOPMENT
PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Colony in the Wood A Planned Unit Development Amended and Restated Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

RETURN RECORDED DOCUMENT TO:

Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129-4144

This Document Prepared By:
Kenneth J. Clarkson, Esquire
Jaffe, Raitt, Heuer & Weiss, P.C.
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

**COLONY IN THE WOOD
A PLANNED UNIT DEVELOPMENT
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT** (“**Agreement**”), is made and entered into by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation (the “City”), and **SHADDIX COMMUNITIES, LTD.**, a Florida Limited Partnership, authorized to do business in the State of Florida, (the “Owner”), hereby covenant and agree, and bind their successors and assigns as follows:

RECITALS:

“Colony in the Wood PUD”, is a "Planned Unit Development" which consists of approximately 83.1+/- acres of real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the "Property"). This Property is under the control of the owner. The Property was initially developed in accordance with the requirements of, and permits issued by, Volusia County approximately 39 years ago.

The Owner and the City entered into, and the Property is subject to, the MASTER DEVELOPMENT AGREEMENT, recorded August 30, 2010, at Book 6510, Page 1433, Volusia

County ("Master Development Agreement"). The Master Development Agreement sets forth restrictions on the development of the Property and provides, among other things, for the development of a portion of the Property for commercial use.

The Owner sought an amendment to the Comprehensive Plan Future Land Use to eliminate the commercial use designation with respect to the Property, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and, to change the designation "Office/Residential Transition" to "Urban Medium Density Residential" with respect to the Property ("FLU Amendment"). The FLU Amendment was enacted by the City when it adopted Ordinance No. 2018-29.

The Owner and the City wish to enter into this Agreement to amend and restate the Master Development Agreement to eliminate the commercial land use, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and to otherwise provide for the development of the Property in a manner consistent with existing ordinances and regulations, including without limit, the FLU Amendment.

Now, Therefore, the City and Owner agree, that the Master Development Agreement is hereby amended and restated and replaced in its entirety, and that the Property is subject to this AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT ("Agreement").

1. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Agreement and the Conceptual Development Plan ("CDP"), which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the layout of existing streets, residential areas and other features on the Property as set forth in this Agreement, and outlines the

primary areas to be used for the construction of a maximum of 19 additional manufactured homes at the Property subject to approval of a site development plan. Collectively, this Agreement and the CDP may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of this Agreement and the graphic illustrations of the CDP, this Agreement shall control. For avoidance of doubt, the commercial development which was provided for under the 2010 Master Development Agreement is eliminated. Instead, a maximum of nineteen (19) additional manufactured home sites may be developed on the Property, as set forth herein.

If this Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the CDP and the City’s Ordinances, the requirements of the CDP shall control. If the CDP fails to address a particular subject or requirements, the requirements of the applicable City Ordinance(s) in effect at the time of development, as defined by the Port Orange Land Development Code (“LDC”), shall control.

Modifications of the CDP which are not in conflict with the textual provisions of this Agreement and City Ordinances which are not superseded by this Agreement shall be deemed “minor” and may be approved without formal amendment of this Agreement but shall require the City Administrative Official’s written approval. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council. Otherwise, any changes in use not consistent with the CDP shall require a modification of this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

2. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for a manufactured or modular home residential community and may include allowable uses under the Urban Medium Density Residential Future Land Use designation within the Property as depicted on the CDP with not more than 404 manufactured home sites with ancillary improvements including a community clubhouse, management and sales office; storage, utility, and maintenance buildings; community gardens, and recreational amenities associated directly with the residential uses.

The existing clubhouse of approximately 5000 square feet in area is approved for clubhouse purposes including a public assembly area for park residents. At Owner's option, up to 1,000 square feet in the Clubhouse may be dedicated as a sales, business and administrative office for the Property.

The Owner may also operate its sales, business and administrative office within a manufactured home on the Property if it so elects. Permitted sales, business and administrative activities include leasing manufactured home sites and leasing, selling and reselling manufactured homes. At Owner's option, the sales office may also be used as an association or management office area.

The Owner is permitted to place manufactured home models on the Property to facilitate the sale and upgrading of manufactured homes. No more than five (5) model homes shall be operated on the Property at any given time.

B. Dimensional Requirements

Building dimensions, setbacks, and configurations within the Property and the location of the roadways and driveway entrances to the Property are generally depicted on the CDP. New or

upgraded manufactured homes shall be permitted within the Property, subject to the typical manufactured home setbacks provided on the CDP and Section 2(B)(1) and (2) of this Agreement.

1. Current Site Development Standards

The Property is described and depicted on the Colony in the Wood Prospectus, as approved by the State of Florida, which, together with currently filed, but not yet approved amendments, is attached hereto and incorporated herein as Exhibit “C”. The Property currently contains 385 sites (referred to as lots in the Colony in the Wood Prospectus). The site sizes, setbacks, and minimum separation distance requirements are as set forth in the Lot Sizes/Setback and Minimum Separation Distance Requirements as Noted in the Prospectus and Section 2(B)(2) of this Agreement. The Prospectus provides for a maximum of 19 additional sites to be added to the Property by the Owner. The open space and common areas provided were set based on the existing development conditions that were accepted and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus. The total open space is approximately 60% and the common space is approximately 18%.

Owner represents and warrants to the City that the Property has been developed as a manufactured home park in accordance with the applicable regulations, ordinances, and zoning requirements of the County of Volusia and all other applicable governmental entities from which approvals were required. The City authorizes the Owner to complete and maintain improvements on the Property in accordance with permits, written consents, or approved site plan documents previously obtained from the County of Volusia, the City of Port Orange, or other applicable governmental entity, notwithstanding codes and ordinances of the City which may be in conflict therewith.

PUD Dimensional Requirements:

Maximum community building height:	45 ft
Maximum building coverage:	40%
Minimum open space:	Shall conform to the existing percentages of Minimum Total Open Space 60% Minimum Common Areas 18%
Rear perimeter setback:	15 ft.
Side perimeter setback:	15 ft.
Front perimeter setback:	Equal to or greater than the required 20 ft. landscape buffer along Clyde Morris Boulevard

2. Manufactured Home Unit Requirements

The replacement manufactured homes on the existing 385 manufactured home sites shall comply with the following minimum dimensional standards as previously approved and accepted when the Property was annexed into the City and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus, based on the National Fire Protection Association (NFPA). No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home. The NFPA separation distance standards are as follows:

Side to side: 10 ft.

End to side: 8 ft.

End to end: 6 ft.

Maximum Building Height: 15 ft.

All new manufactured homes sites installed on the Property shall comply with the following minimum dimensional requirements:

Maximum Building Height:	15 ft
Setback from Any Property Lot Line:	15 ft.
Setback from Edge of Road	20ft.
Manufactured Home/Building Separation	15 ft.
Side Separation from Storage Building	10 ft.

It is planned that development of a maximum of 19 additional sites shall occur as soon as possible following entry into this Agreement and receipt of all applicable approvals for construction. The development of the additional sites may occur in either one or two phases. If done in two phases the phasing will be differentiated by location with the sites near the entrance being in one phase and the sites near the former sewer treatment facility being the other.

C. Roads, Sidewalks and Access

Access and transportation system improvements are provided as illustrated on the CDP. Roadways and drives within the development are and shall be private. Any new roads provided for the additional sites shall be built in conformity with the CDP and with Chapter 12 - Roads and Vehicular Use Areas of the City of Port Orange Land Development Code. New Roads shall be a minimum paved with of 24 feet. Sidewalks in front of individual residential sites shall not be required. The Owner shall continue to maintain existing access (pathway, bike paths or walkways) to all common open space areas as presently exists. Access to the site is provided via the primary driveway entry located with access to Clyde Morris Boulevard as shown on the CDP.

D. Parking

For the new additional sites, there shall be at least two paved, off-street parking spaces for each manufactured home site, which shall be on the same site as the manufactured home served and may be located in the rear or side yard of the manufactured home unit. Existing parking may remain, and new spaces placed adjacent or in a secondary location as the specific site may dictate as long as they fall within conformity with overall setbacks. Existing common area parking shall remain as shown in the CDP and modification to common area parking may be accomplished with a minor amendment to the CDP.

E. Signage

The Colony In the Wood PUD has one existing monument sign on Clyde Morris Blvd. This sign serves as the primary community identification sign and will be maintained in its current condition and location. If the sign sustains substantial (more than 50%) damage in the future it will be re-built in the same location but shall comply with the City signage regulations.

3. SANITARY WASTE, UTILITIES, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

A. Site sewage was formerly processed through an on-site sewage treatment plant and ponds which were permitted by the Florida Department of Environmental Protection, Permit No. FLA011224. Beginning in 2017 the sewerage services for all of the existing facilities were transferred to the City of Port Orange public sewer system via a lift station and a new meter. The Owner is responsible for all public sewerage charges for the development, repair expenses, and maintenance of the on site portion of the system. All future development will utilize the public sewer system and the existing treatment plant and ponds will be decommissioned, remediated, and removed.

Further, the existing on site sewerage network has been inspected and found to have “inflow and infiltration” (I&I) in the form of storm water penetrating the system's network of pipes. To eliminate the I&I and reduce future sewer costs, the property owner/developer will investigate the existing condition of the sanitary sewer system and make reasonable repairs to assist in alleviating the problems.

B. Owner has a central cable television system with a network of cables, all of which are located within the Property. The system as presently installed is operated by Bright House Networks, a City of Port Orange cable operator licensee, and may in the future be operated by any cable operator licenses. The Owner agrees to comply with applicable telecommunication fees under State law.

C. The Owner has granted the City access, maintenance and drainage easements to and over the existing drainage ditches to enable the City to inspect and if necessary, take corrective action pursuant to Land Development Code (LDC) Chapter 10 Sections 13 and 14(b). The Owner is responsible for the maintenance of the ditches including the removal of vegetation and pests on a periodic basis as needed. If the City determines it is necessary, the Owner will grant such additional access, maintenance and drainage easements as the City may reasonably request. Expansion of the existing development for additional manufactured home site shall be designed to meet the LDC stormwater and compensating storage requirements.

4. IMPACT FEES/CREDIT

Impact fees paid represent a permanent entitlement to the land such that any future development on the Property will be credited for the number of Equivalent Living Units for which impact fees have been paid, except as provided by City ordinances. Nothing in this Agreement

shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

5. PROJECT BUFFERS AND LANDSCAPING

External boundaries shall be buffered by a solid wall, fence, or evergreen hedge not less than six feet in height as presently exist. Development of new sites or redeveloped sites will be in substantial conformity with the City of Port Orange Chapter 13, Landscaping and Buffer requirements. New manufactured home sites will require one shade tree per 2,500 square feet of site area, and 8 shrubs. Where gravel or crushed stone is used as a finished ground cover, the number of required shrubs shall be 12.

6. MAINTENANCE OF PROPERTY

The Owner will be responsible for and will maintain all common areas of the property, including but not limited to the club house, pool, and surrounding common areas. In the event of sale of the property, the Owner will deed the common areas and any existing facilities to the new owner or to a properly established association with responsibility for maintaining the common areas. Transfer to an established association shall be considered a minor modification to this MDA and shall require review and approval by the City. Additional information regarding these facilities/common areas can be found in the Colony in the Wood Prospectus, Exhibit "C".

7. HOMEOWNERS' ASSOCIATION

Residents of the Development are members of a Homeowners' Association ("HOA") which was formed and is operating with respect to the property. The development of a maximum of 19 additional sites has been approved by the HOA.

8. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction of the additional sites, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The construction of additional sites shall be in compliance with the tree preservation requirements of the City's Landscape Development Code. Compliance with the City Land Development Code may necessitate modification of the CDP.

9. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida and the City of Port Orange, Florida. The City shall record this Agreement at the Owner's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the Property, and any portion thereof, which is the subject of this Agreement. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon any person, firm, corporation, or other entity that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of the "Colony in the Wood Residential Planned Unit Development" property, or any portion thereof.

10. EXPIRATION

Upon the Effective Date of this Agreement, the terms of this Agreement shall bind and inure to the burden and benefit of each party hereto until this Agreement is modified, amended or rescinded as the parties hereto may mutually agree. Completion of the additional sites shall occur within (2) years of the Effective Date of this Agreement.

11. AMENDMENTS

Amendments to this Agreement, other than minor modifications to the CDP as provided herein, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.

A. Minor Amendments. The request for a minor modification of this Agreement may be administratively approved. For the purposes of this Agreement, minor modifications include those referenced in Sections 3 and 4 and those which meet the following criteria:

1. The site alterations do not increase the building size by more than ten percent of the gross floor area of all buildings, up to a maximum of 1,000 square feet;
2. The site alterations do not adversely affect traffic circulation on or off site;
3. The site alterations do not have a significant impact upon the city's utility system;
4. The site alterations comply with all pertinent codes, rules, and regulations of the City and do not require variances except as previously authorized by the Agreement; and
5. As specifically provided for in this Agreement.

B. Major Amendments. All amendments that do not meet the minor amendment criteria, and are deemed major by the Administrative Official, shall be "Major Amendments" to this Agreement. Proposed modifications deemed Major Amendments as described above, shall be submitted for approval under the same procedure and with the same public notice as required for the approval of this Agreement.

12. CONFORMANCE WITH LAWS

The Owner agrees:

A. To maintain the Property according to all regulations of the City to the extent those regulations are not inconsistent with the CDP or the Prospectus for the Property.

B. To provide agreements, contracts, deed restrictions and sureties acceptable to the City Legal Department related to the existing development or approved redevelopment phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in interest will be bound by the Owner's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement and the CDP.

D. That compliance with the environmental protection code may necessitate modification of the conceptual plan.

13. ENFORCEABILITY

If any provision of this Agreement or the CDP are held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not effect the validity or enforceability of any other provision of this Agreement unless the holding so states.

14. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties, including without limit, the Master Development Agreement, with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement.

15. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be

construed as a waiver of or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals on the dates set forth below.

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Print Name: _____

By: _____
Donald O. Burnette, Mayor

Print Name: _____

Attest: _____
Robin Fenwick, City Clerk, CMC

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me.

Type, Print or Stamp Here
My Commission Expires: _____

WITNESSES:

SHADDIX COMMUNITIES, LTD, a
Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a
Michigan limited liability company
Its: General Partner

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ on behalf of Sun Colony In the Wood GP, LLC, a Michigan Limited Liability Company, General Partner on behalf of Shaddix Communities, Ltd., a Florida limited partnership. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Type, Print or Stamp Here
My Commission Expires:_____

Any change in the use or development of the Property in the future for uses other than the current manufactured home park use, except for the additional nineteen (19) expansion sites and ancillary uses provided by this Agreement, shall require modification to this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

EXHIBIT A
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA SECTION 6, TOWNSHIP 16, RANGE 33 EAST: NORTH 130 FEET OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHEAST AND SOUTH 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES , MORE OR LESS; THE SAME ALSO BEING DESCRIBED AS: PORTION OF SOUTHWEST 1/4 OF SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBES AS FOLLOWS: BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCEL AS A POINT OF REFERENCE, THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 530 FEET TO THE PLACE OF BEGINNING; THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 400 FEET TO THE PLACE OF BEGINNING , EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF PROPERTY LYING EAST OF CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 6 TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXTENDING FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROLFE SOD FARM.

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

SITE INFORMATION

1. **CASE NUMBER:**
19-4000003
2. **PARCEL IDENTIFICATION NUMBER:**
06-16-33-00-00-0140
3. **PROPOSED ZONING:**
PLANNED UNIT DEVELOPMENT (PUD) INCORPORATING 19 NEW MANUFACTURED HOME SITES INTO THE EXISTING RESIDENTIAL MANUFACTURED HOUSING DEVELOPMENT WHICH INCLUDES ANCILLARY STORAGE, MAINTENANCE, AMENITY, CLUB HOUSE, AND BUSINESS OFFICE USES, THE SPACE FOR THE 19 ADDITIONAL UNITS WILL BE ACCOMMODATED THROUGH REMOVAL OF THE EXISTING SITE WASTE WATER TREATMENT FACILITIES AND USING AVAILABLE UNDEVELOPED LAND.
4. **EXISTING DEVELOPMENT:**
THE SUBJECT PROPERTY IS AN EXISTING 83.1 ACRE MANUFACTURED HOUSING COMMUNITY COMPOSED OF 385 RESIDENTIAL UNITS, MAINTENANCE AND STORAGE BUILDINGS, VARIOUS ANCILLARY AMENITIES, AND A COMMUNITY CLUBHOUSE WITH BUSINESS OFFICE, OTHER RECREATION AND OPEN SPACE AMENITIES INCLUDE SIDEWALKS, SHUFFLE BOARD COURTS, POCKET PARKS, AND A SINGLE ACCESS POINT FROM CLYDE MORRIS BOULEVARD.
5. **ACERAGE:**
THE SUBJECT PROPERTY 483.1 ACRES
6. **FUTURE DEVELOPMENT:**
ENCIRCLED ON THIS CONCEPTUAL DEVELOPMENT PLAN (CDP) DEPICT POTENTIAL FUTURE REDEVELOPMENT AREAS ON THE SITE. THERE ARE CURRENTLY NO PLANS TO CHANGE THE EXISTING MANUFACTURED HOUSING OPERATIONS ON SITE. THE OWNER PLANS TO DEVELOP UP TO NINETEEN (19) NEW MANUFACTURED HOUSING SITES ON UNDEVELOPED LAND AND LAND FORMERLY UTILIZED FOR THE ON-SITE SEWER TREATMENT FACILITY THAT HAS RECENTLY BEEN DECOMMISSIONED. THIS CDP HAS BEEN AMENDED TO REFLECT THE CURRENT DEVELOPMENT PLANS.
7. **PROPOSED LAND USES AND DENSITIES:**
THE PROPOSED USE IS RESIDENTIAL INCLUDING ANCILLARY USES RELATED TO MAINTAINING AND MANAGING THE FACILITIES. THE MAXIMUM DENSITY FOR RESIDENTIAL USES SHALL BE 8 UNITS/ACRE.
- *PER ORDINANCE NO 2018-2-4000, THE FUTURE LAND USE (FLU) PLAN DESIGNATES THE PARCEL AS URBAN MEDIUM DENSITY RESIDENTIAL WITH A MAXIMUM DENSITY OF 4-8 UNITS/ACRE.

8. **FLOOD ZONES:**
THE PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (FIRM) ZONE "AE" AND "X" ON FIRM MAP NO. 12127C0368 G, MAP EFFECTIVE DATE APRIL 15, 2002. THERE ARE TWO SMALL AREAS OF THE SITE IN THE NORTHWEST AND SOUTHEAST CORNERS OF THE PROPERTY THAT ARE IN FLOOD ZONE "AE". FUTURE DEVELOPMENT SHALL MEET THE CITY'S FLOODPLAIN MANAGEMENT REQUIREMENTS AT THE TIME OF REDEVELOPMENT.
9. **TOPOGRAPHY:**
THE EXISTING TOPOGRAPHY IS RELATIVELY FLAT. THE APPROXIMATE GRADE ELEVATION IS 10-FEET MSL. NATURAL DRAINAGE IS TO THE WEST TO AN EXISTING DRAINAGE CANAL, AS DEPICTED ON THE EXISTING CONDITIONS MAP.
10. **SOILS:**
THE SOILS CONSIST OF DAYTONA FINE SAND, IMMOKALEE AND MALABAR FINE SAND, MYAKKA FINE SAND, MYAKKA ST. JOHNS COMPLEX, SATELLITE SAND AND SAVANNA SAND AS DEPICTED ON THE EXISTING CONDITIONS MAP.

11. **POTABLE WATER:**
POTABLE WATER IS PROVIDED TO THE SITE BY THE CITY OF PORT ORANGE.
12. **WASTEWATER:**
SEWERAGE IS PROVIDED BY THE CITY OF PORT ORANGE. THE EXISTING WASTE WATER TREATMENT FACILITY ON SITE IS IN THE PROCESS OF BEING DECOMMISSIONED AND REMOVED TO ENABLE FUTURE DEVELOPMENT.
13. **OPEN SPACE:**
THE PROJECT SHALL MAINTAIN A MINIMUM OF 20% COMMON OPEN SPACE.
14. **WETLANDS:**
THERE IS A SINGLE IDENTIFIED WETLAND ON THE SUBJECT PROPERTY WHICH IS A POND FOR THE ON SITE WASTEWATER TREATMENT FACILITY.
15. **STORM-WATER MANAGEMENT:**
THE SUBJECT PROPERTY WAS DEVELOPED ACCORDING TO THE STORM-WATER MANAGEMENT REGULATIONS AND GUIDELINES AT THE TIME OF APPROVAL IN THE 1970'S. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT ON THE SUBJECT PROPERTY SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CITY OF PORT ORANGE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AT THE TIME OF PERMITTING.
16. **SPECIMEN TREES:**
THERE ARE EXISTING SPECIMEN TREES ON SITE. AT THE TIME OF FUTURE DEVELOPMENT OR REDEVELOPMENT ON THE SUBJECT PROPERTY, SPECIMEN TREES IN THE PROPOSED DEVELOPMENT AREAS WILL BE SURVEYED AND SUBJECT TO THE CITY OF PORT ORANGE LDC CHAPTER 9, SECTION 19 (A)(B) AND WILL BE REVIEWED AT THE STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC).
17. **SIGNAGE:**
ALL SIGNAGE WILL CONFORM TO CHAPTER 15 OF THE CITY'S LDC.
18. **ENVIRONMENTAL PROTECTION CODE:**
SITE IMPROVEMENTS WILL REQUIRE REVIEW FOR CONSISTENCY WITH THE CITY'S LAND DEVELOPMENT CODE.
19. **ALL INTERIOR ROADS ARE PRIVATE**

APPLICATION INFORMATION

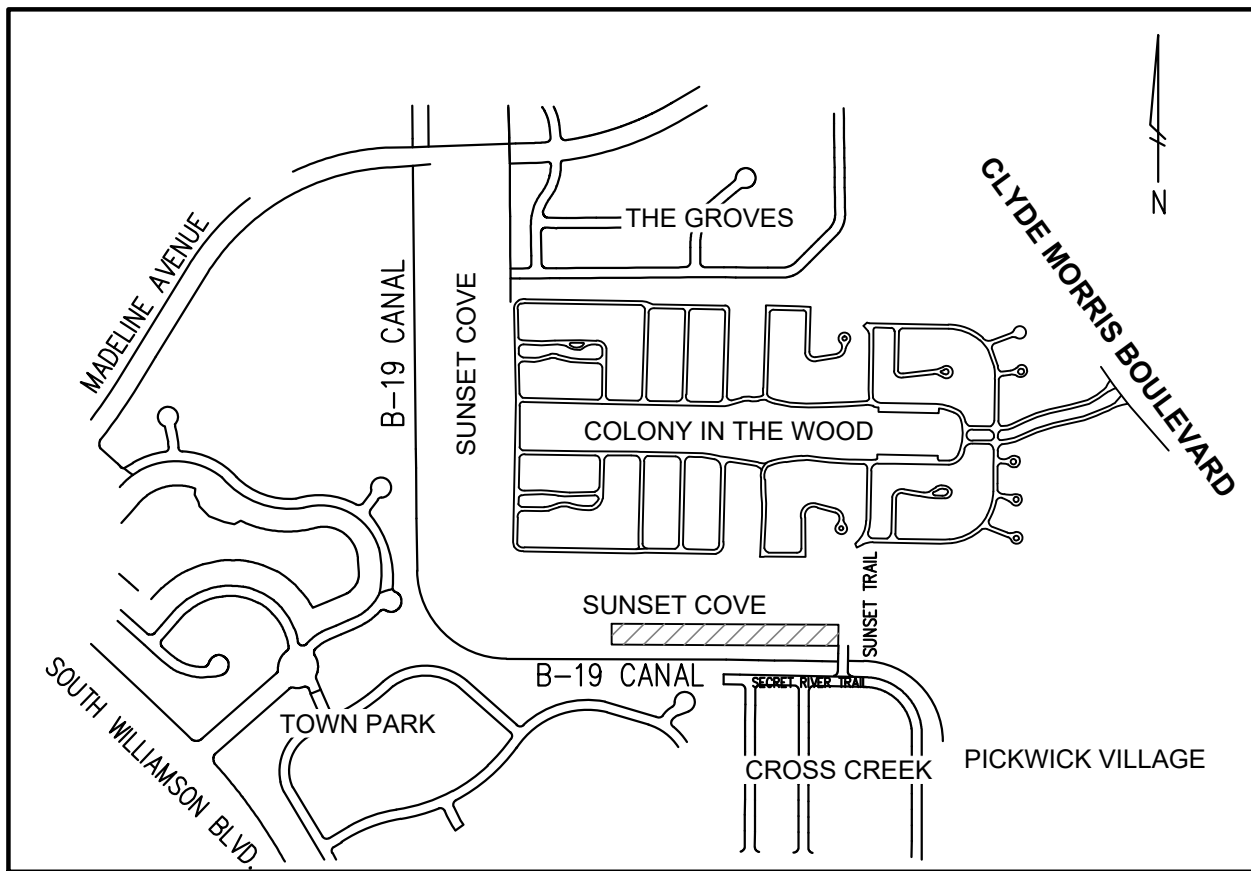
OWNER/APPLICANT:
SHADDIX COMMUNITIES, LTD., a Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a Michigan limited liability company
Its: General Partner
SHARLENE FOX, GENERAL PARTNER
27777 FRANKLIN ROAD, SUITE 200,
SOUTHFIELD, MICHIGAN 48034
PHONE: (386) 761-2233
Sun Colony in the Wood, LLC dba Colony in the Wood
John B. McLaren
President & Chief Operating Officer
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034
Karen J. Dearing
Executive Vice President, Chief Financial Officer, Treasurer and Secretary
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034
ENGINEER:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)
SURVEYOR:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)
LANDSCAPE ARCHITECT:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)

LEGAL DESCRIPTION

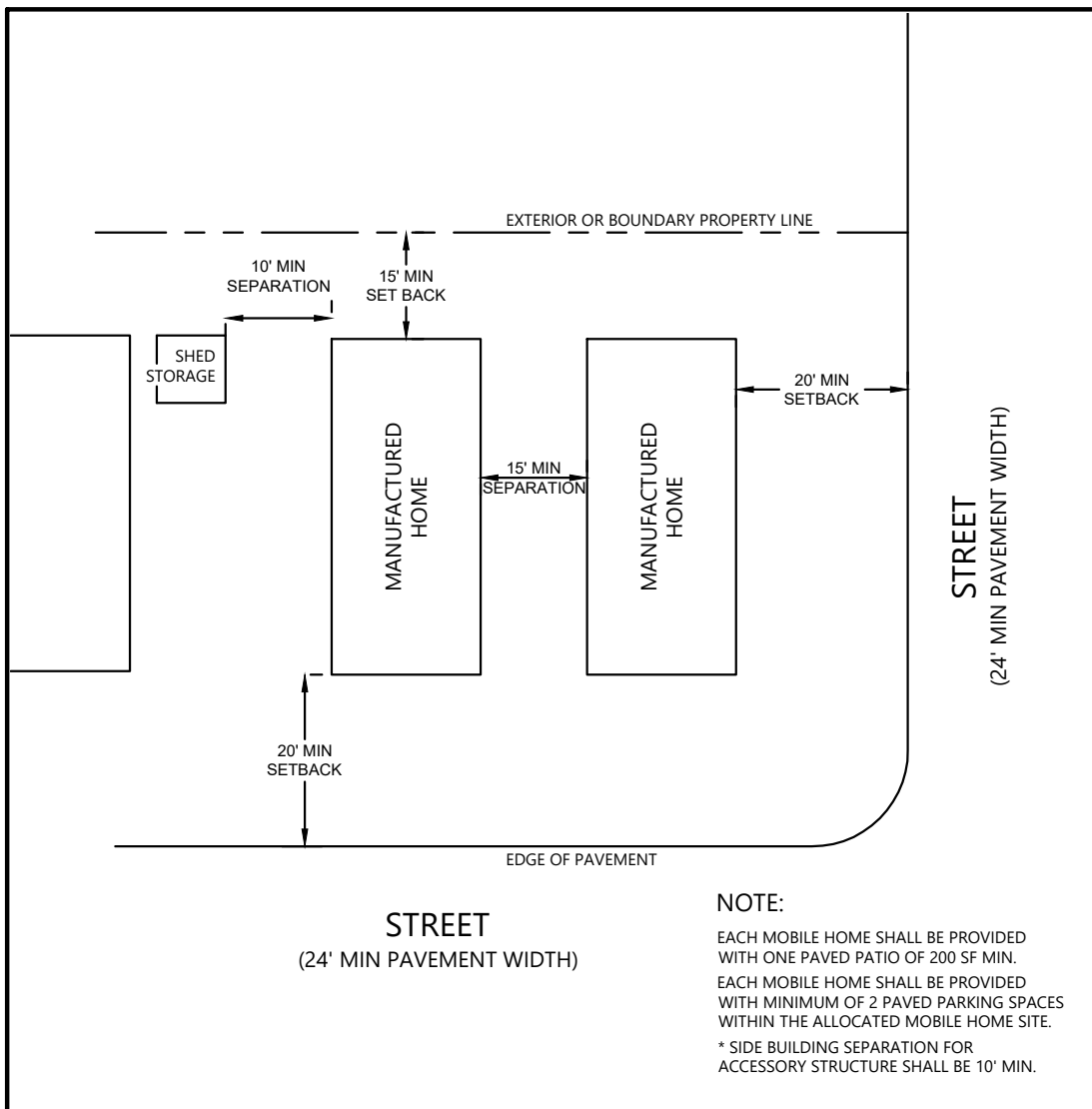
DESCRIPTION:
THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA
SECTION 6, TOWNSHIP 16, RANGE 33 EAST, NORTH 130 FEET OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHEAST AND SOUTH 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES, MORE OR LESS, THE SAME ALSO BEING DESCRIBED AS PORTION OF SOUTHWEST 1/4 OF SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBES AS FOLLOWS: BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCEL AS A POINT OF REFERENCE, THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 530 FEET TO THE PLACE OF BEGINNING, THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 400 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF PROPERTY LYING EAST OF CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXTENDING FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROULES DOD FARM.

ACERAGE

TOTAL ACRES:
EXISTING COMMON AREAS:
EXISTING COMMON BUILDINGS
EXISTING MANUFACTURED HOMES ROOF AREA
EXISTING MANUFACTURED HOME SITES
EXISTING COMMON OPEN SPACE
APPROX. 83.1 ACRES
APPROX. 108.8 ACRES
APPROX. 00.2 ACRES
APPROX. 177.2 ACRES
APPROX. 39.3 ACRES
APPROX. 15.1 ACRES
TOTAL OPEN SPACE:
EXISTING COMMON AREAS:
POOL DECK AND AMENITIES
DRAINAGE AREA
PARKS, BUTTEFS, OTHER
PRIVATE OPEN SPACE (AREA IN VARIOUS)
APPROX. 54.4 ACRES** (65% OF TOTAL LAND)
APPROX. 15.1 ACRES (23% OF OPEN SPACE)
APPROX. 39.3 ACRES (72% OF OPEN SPACE)
HIGHLIGHTED HOMES INCLUDING COMMON PARKING AND STORAGE AREAS: 2009 OF COVERAGE: 1,488 BUILT-UP UNITS: 170099.9 (117.7 ACRES)
SUM OF ALL BUILDINGS, PUBLIC BUILDINGS, ROADS, AND PARKING (177.2+2+108.8) FOR TOTAL COVERAGE OF 387.7 ACRES, RESULTING IN 54.4 ACRES OF OPEN SPACE

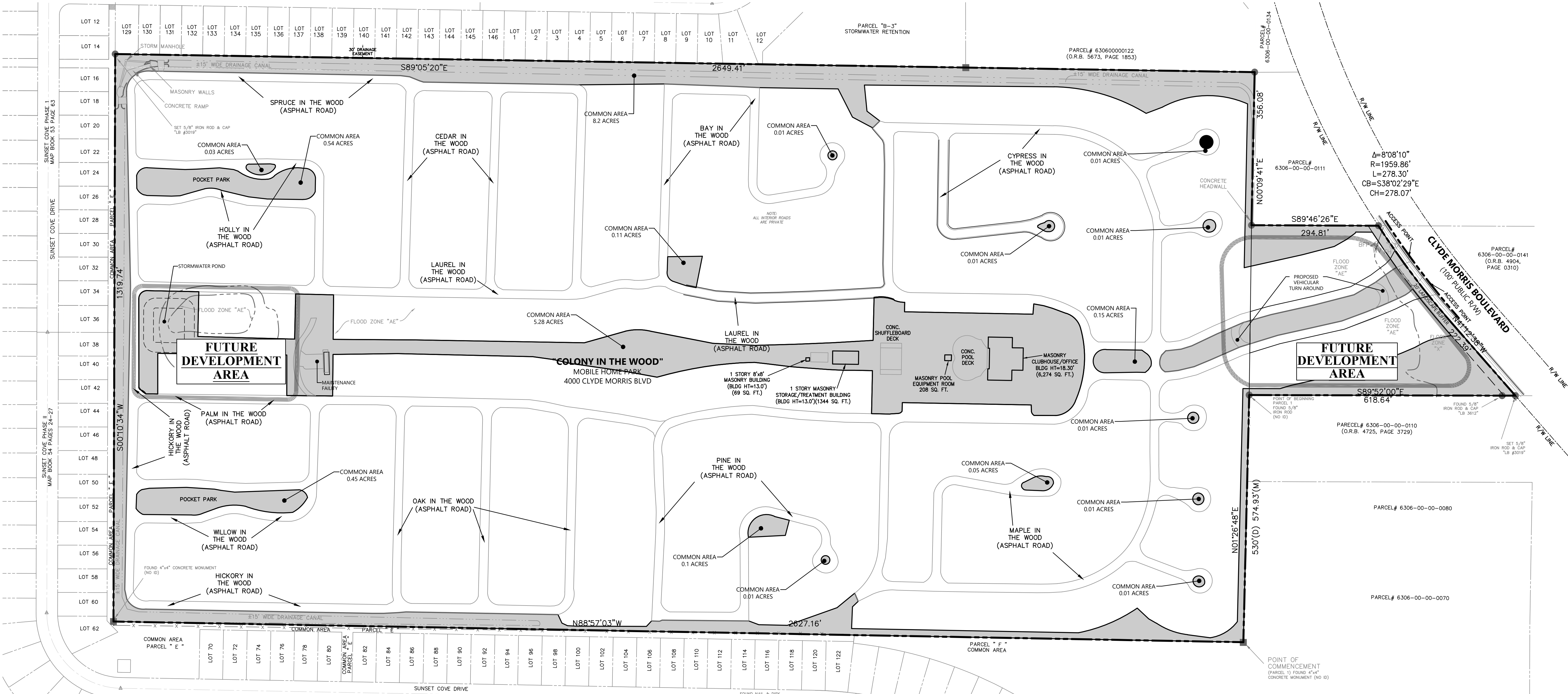


LOCATION MAP



TYPICAL MANUFACTURED HOME SETBACKS
N.T.S.

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.



811
Know what's below.
Call before you dig.
THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK. ANY DAMAGE TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO ANY EXCAVATION WORK.

NOTICE:
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO ANY EXCAVATION WORK. ANY DAMAGE TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO ANY EXCAVATION WORK.

COPYRIGHT © 2019 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

24 HOUR
EMERGENCY CONTACT

###

ATWELL
866.650.4200
1000 PARKWAY B, SUITE 700
WILMINGTON, DE 19806
770.423.0607

SECTION	CLIENT NAME	DATE
4000 CLYDE MORRIS BLVD	COLONY IN THE WOOD	4/30/2019
PORT ORANGE	PUD REZONING PLANS	6/21/2019
VOLUSIA COUNTY, FLORIDA	CONCEPTUAL DEVELOPMENT PLAN (CDP)	8/6/2019

REVISIONS
No. 60058
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAN GIBBS
LICENSE NUMBER: 60088
0 50' 100'
SCALE: 1"=100'
DRAWN BY: AB
CHECKED BY: SM
PROJECT MANAGER: DAN GIBBS
JOB #: 17002297
FILE CODE: CONCEPT
SHEET NO. CDP A

EXHIBIT C
PROSPECTUS

PROSPECTUS FOR COLONY IN THE WOOD

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

PROSPECTUS FOR
COLONY IN THE WOOD
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address	1
II.	Notices and Demands	1
III.	Description of the Park Property	1
IV.	Description of Recreational and Other Common Facilities	5
V.	Park Management	7
VI.	Mobile Home Owners Improvements Required	8
VII.	Utilities and Services	9
VIII.	Increases in Lot Rental Amount.	10
IX.	User Fees	15
X.	Park Rules and Regulations	15
XI.	Park Zoning	15
XII.	Exhibits	15
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Rental Agreement	
	Exhibit D - User Fee Agreement	

PROSPECTUS
FOR
COLONY IN THE WOOD

I. NAME AND ADDRESS OF PARK

Colony in the Wood
4000 South Clyde Morris Blvd.
Port Orange, Florida 32129

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

Colony in the Wood, hereinafter the "Park" or "Community" contains the following:

A. Lot Sizes

Colony in the Wood contains 385 lots, which are grouped into eight (8) sections. The number of lots per section and their approximate sizes, are found in the following tables:

Section I: Maple in the Wood - 62 lots:

70' x 90' -	-	Lots 1, 59
70' x 100'	-	Lots 2, 5
100' x 100'	-	Lot 3
50' x 100'	-	Lots 6, 10, 14, 18, 26, 29, 30, 31, 34, 35, 37, 38, 42, 46, 50, 66, 70, 74, 78, 22
60' x 100'	-	Lots 7, 17, 62, 69, 71, 73
65' x 80'	-	Lot 9
50' x 90'	-	Lots 11, 23, 61, 63
50' x 80'	-	Lots 39, 41, 43, 45, 47, 49, 51, 53, 55, 58
80' x 90'	-	Lot 15
60' x 85'	-	Lots 19, 21
70' x 70'	-	Lot 33
60' x 90'	-	Lots 57, 65, 75, 77
70' x 80'	-	Lot 54

Lot #	South Side	North Side	West Side	East Side
25	80'	100'	50'	150'
27	120'	40'	100'	100'
67	40'	80'	100'	100'
79	100'	100'	20'	100'
81	100'	100'	20'	80'
82	100'	20'	90'	90'

13	70'	50'	30'	100'
----	-----	-----	-----	------

Section II: Cypress in the Wood - 60 lots:

80' x 100'	-	Lot 1
70' x 100'	-	Lots 2, 3
70' x 80'	-	Lots 5, 54, 59
50' x 100'	-	Lots 6, 13, 10, 14, 18, 22, 25, 26, 27, 30, 31, 34, 38, 42, 46, 50, 66, 70, 74, 78
60' x 90' -	-	Lots 15, 29, 53, 62, 69, 71, 73, 75, 77
50' x 90'	-	Lots 17, 33, 35, 37, 39, 41, 43, 45, 47, 51
60' x 80'	-	Lot 19
40' x 90'	-	Lot 49
50' x 80'	-	Lots 8, 61, 63
55' x 80'	-	Lot 65
70' x 90'	-	Lot 79
65' x 90'	-	Lots 81, 82

Lot #	South Side	North Side	West Side	East Side
7	120'	40'	60'	80'
9	80'	80'	40'	100'
11	100'	100'	60'	50'
21	90'	100'	40'	150'
23	40'	150'	00'	100'
67	60'	80'	--	80'

Section III: Pine in the Wood - 47 lots:

80' x 80'	-	Lot 1
70' x 90'	-	Lots 2, 27
50' x 90'	-	Lots 4, 8, 10, 12, 14, 16, 35, 37
60' x 80'	-	Lot 5
80' x 90'	-	Lots 6, 9, 58
70' x 90'	-	Lots 13, 26
40' x 100'	-	Lot 18
50' x 100'	-	Lot 20
60' x 100'	-	Lots 22, 59, 39, 45
60' x 90' -	-	Lots 28, 29, 30, 31, 32, 36, 38, 46, 48, 50, 52, 54, 56, 44, 42
75' x 90'	-	Lot 40
55' x 100'	-	Lots 49, 53, 55, 57
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
17	120'	60'	150'	40
21	150'	30'	120'	70'
24	70'	100'	80'	150'

Section IV: Bay in the Wood - 47 lots:

80' x 80'	-	Lots 1, 5
70' x 90'	-	Lots 2, 58, 26
60' x 90' -	-	Lots 8, 30, 32, 36, 38, 42, 44, 46, 50, 25, 28, 52, 54, 56
50' x 90'	-	Lots 4, 6, 29, 27, 31, 33, 35, 48
80' x 100'	-	Lot 9
50' x 100'	-	Lots 10, 12
55' x 100'	-	Lots 14, 49
80' x 90'	-	Lot 15
60' x 100'	-	Lots 16, 18, 53, 55, 57, 59
70' x 100'	-	Lots 37, 45
75' x 90'	-	Lot 40
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
21	50'	150'	150'	70'
22	80'	100'	80'	60'
24	100'	70'	60'	150'
17	10'	30'	50'	60'

Section V: Oak in the Wood - 52 lots:

75' x 90'	-	Lots 1, 2, 13, 42, 41, 61, 62
60' x 90'	-	Lots 3, 24 5, 7, 9, 11, 28, 30, 32, 34, 33, 36, 38,
63' x 90'	-	Lots 4, 6, 8, 10, 12, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 40
70' x 90'	-	Lots 14, 53, 54, 73, 74
80' x 90'	-	Lot 26

Section VI: Cedar in the Wood - 56 lots:

50' x 90'	-	Lots 6, 8, 10, 12, 45, 47, 48, 49, 50, 44, 51, 52, 65, 67, 69, 71
75' x 90'	-	Lots 1, 74, 62
70' x 90'	-	Lots 2, 13, 61, 41, 42, 75, 55, 16, 56
60' x 90'	-	Lots 3, 4, 5, 7, 90, 11, 14, 22, 24, 28, 30, 32, 34, 36, 38, 40, 43, 46, 53, 54, 63, 73
63' x 90'	-	Lots 70, 72, 68, 66, 64
65' x 90'	-	Lot 26

Section VII: - 31 lots:

Hickory in the Wood

63' x 90'	-	Lots 88, 86, 84, 82, 80, 78, 76
70' x 90'	-	Lot 90

Willow in the Wood

63' x 90'	-	Lots 33, 35, 37, 45, 46, 47, 48, 49, 50, 51, 52
65' x 90'	-	Lot 43
70' x 90'	-	Lots 53, 54

75' x 90'	-	Lots 31, 44
80' x 100'	-	Lot 39

Palm in the Wood

63' x 90'	-	Lots 17, 15, 13, 11
70' x 90'	-	Lot 9
75' x 90'	-	Lot 19

Section VIII: - 31 lots

Laurel in the Wood

75' x 90'	-	Lot 19 70' x 90' - Lot 9
63' x 90' -	-	Lots 17, 15, 13, 11

Holly in the Wood

63' x 90'	-	Lots 33, 35, 37, 43, 45, 47, 49, 51, 52, 50, 48, 46
75' x 90'	-	Lots 31, 44, 54, 53
80' x 100'	-	Lot 39

Spruce in the Wood

63' x 90' -	-	Lots 88, 86, 84, 82, 80, 78, 76 75' x 90' - Lot 90
-------------	---	--

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to S4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site.

A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Volusia, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park.

The Volusia County setback requirements and minimum separation distance between mobile homes are:

Front yard setback	- 10 feet
Rear yard setback	- 7-1/2 feet
Side yard setback	
abutting another space	- 7-1/2 feet
abutting street	- 10 feet
Waterfront yard	- 20 feet
Minimum separation	- 15 feet

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

C. Shared Facilities

Colony in the Wood has a recreation building, swimming pool, shuffleboard courts, and a fitness and billiard center available for use by community residents. The maximum number of lots that will use these shared facilities is 415. This number may increase or decrease if the size of the community changes including by the acquisition of additional land and/or lawfully allowable densities are increased or decreased and/or areas of the Community currently not occupied by manufactured homes become available as manufactured home lots.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

A. BUILDINGS

Recreation Building--Colony in the Wood has a recreation building, which is located toward the front of the community centered between the streets Maple in the Wood and Cypress in the Wood. The building has one large room, a lounge, of approximately 4400 square feet with a capacity of 350 persons. This lounge is furnished with tables and chairs, a stage and dance floor. The lounge is intended to be used primarily for social functions.

Adjoining the lounge is a kitchen of approximately 200 square feet having a capacity of 5 persons, equipped with a range, refrigerator, and ice maker for serving refreshments and handling clean-up. There are two restrooms to serve the residents using the lounge and pool area. Each restroom is approximately 110 square feet. There are two storage rooms, each with about 200 square feet.

The recreation building contains two offices that serve the Community. Each office is about 250 square feet, having a capacity of 4 persons each.

B. SWIMMING POOL

There is one swimming pool located immediately to the west of the recreation building. The pool is free-form, and about 20 feet wide and 60 feet long. Each end of the swimming pool is approximately 3-1/2 feet deep, with the depth at the center of the pool being 8 feet. The capacity of the pool is 43 persons. The pool is heated. It is surrounded on all sides by a deck about 20 feet wide, which is approximately 10,000 square feet in area. There are chairs, tables, lounges, and umbrellas on the pool deck.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Shuffleboard Courts--Six shuffleboard courts are located about 100 feet to the west of the swimming pool. There are benches for the players' use. Shuffleboard equipment is kept available in a storage area near the courts. All six courts are illuminated for evening play.

Fitness and Billiard Center--A fitness and billiard center of approximately 1,344 square feet is located to the west of the shuffleboard courts at the east end of the community greenbelt area.

Spa – A spa is located adjacent to the swimming pool. It is approximately 10' x 10' in size and has a capacity of 10 persons.

Bocce Ball Courts – There are two (2) bocce ball courts located adjacent to the pool and fitness center.

Pickleball Court – There is a pickleball court located adjacent to the pool and fitness center.

Horseshoe Pits – There are horseshoe pits located adjacent to the pool and fitness center.

Outdoor Kitchen with Grilling Station – This is located adjacent to the pool and fitness center.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

There is adequate shuffleboard equipment for use with the community courts.

There are approximately 6 tables with umbrellas, lounges, and chairs available for use on the pool deck.

The recreation building is furnished with tables, chairs, numerous folding tables, a piano, sound system, bingo equipment, refrigerator, range, ice maker, coffee makers, and outdoor water fountain.

There is no personal property which is reserved for the exclusive use of mobile home owners. The Owner reserves the right to modify, replace, remove or change any personal property made available to the mobile home owners.

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will generally be available for use by the mobile home owners, are as follows:

Lounge--The recreation lounge is generally open seven days a week from 8:00 a.m. until 10:00 p.m. Scheduled social and special events could limit the use of the recreation lounge at specified times. The Community Management reserves the right to use and assign the use of the recreation lounge.

Swimming Pool--The swimming pool is generally open seven days a week, one half-hour after sunrise to one half-hour before sunset.

Shuffleboard Courts--The shuffleboard courts are generally available for play from sunrise to sunset, seven days a week.

Fitness and Billiard Center – The fitness and billiard center is open from sunrise to sunset, seven days a week.

Horseshoe Pits – The horseshoe pits are open from sunrise to sunset, seven days a week.

Outdoor Kitchen with Grilling Station – The outdoor kitchen is open from sunrise to sunset, seven days a week.

Spa – The spa is generally open from one half-hour after sunrise to one half-hour before sunset seven days a week.

Bocce Ball Courts – The bocce ball courts are generally open from sunrise to sunset seven days a week.

Pickleball Court – The pickleball court is generally open from sunrise to sunset seven days a week.

Office--The office is generally open Monday through Friday from 8:00 a.m. until 5:00 p.m. The office will be closed for holidays and special events as the Community Management considers desirable.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly.

F. FUTURE IMPROVEMENTS

All facilities in this Prospectus have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The management, operation and maintenance are under the direction of the Owners of the Community. The Owners will designate a person or persons to act as on-site Manager(s).

The community office is located at 4000 South Clyde Morris Blvd. in the recreation building. All questions and problems concerning Community operations should be directed to this office.

All questions and problems concerning Community maintenance or operation should be directed to the office. The maintenance and operation within the Community will be performed by Community employees or by contract with other persons at the Management's discretion.

The Owner may from time to time employ such additional personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Decorative underskirting around the home.
2. Patio cover large enough to cover the entire patio, plus a one foot minimum overhang, on homes that have a patio.
3. Raised patio on homes where a patio will be a part of the exterior improvements to the home.
4. Carport wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles and utility room that will use this area.
5. Permanent steps where needed at the home.
6. Decorative planter and/or shrubs to landscape around the front of the home.
7. Concrete driveway long enough to accommodate the vehicles and utility room for each home, and at least eleven feet wide.
8. Concrete walkways as needed for each home.
9. Sod for entire lawn area.
10. Electric connections from the panel under the Florida Power and Light meter into the mobile home. This panel is located on or near each individual home owner's lot.
11. Water line from the Park provided shut-off valve located on the home owner's lot to the point of connection of the mobile home.
12. Sewage discharge line from the mobile home to the clean out.

All exterior improvements to a home must be of a material, design, and construction approved by the Community Management.

All required improvements must meet specifications as established by the Park Owner. Such specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

Tenants who were residents of the Park as of June 4, 1984, and those tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, are as follows:

1. Water Service

Water for the homes is provided by the Community by the City of Port Orange. Colony in the Wood is responsible for the water distribution system, up to, and including, the shut-off valve providing water to each lot. The water shut-off valves are located above ground at the electric meter pedestal. These pedestals are not uniformly placed throughout the Park due to the specifications of Florida Power and Light Company at the time each section was developed. However, most of them are placed within about five feet of the lot line. Water service is charged as a separate fee and is not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered usage, including a pro rata share of the cost of meter reading and billing.

2. Sewage Disposal Service

Sewage service is provided by the City of Port Orange. The homeowner is responsible for the sewer lines within his home and to the clean out. Sewer service is charged as a separate fee and is not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered usage.

3. Waste Disposal Service

Garbage and trash are collected at the street edge by JJ's Waste and Recycling. Trash, recycling, and yard waste should be placed in containers provided by Community Management which will enable the collectors to handle it efficiently. Home Owner's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent.

4. Cable T.V. Service

Basic cable television service is provided to the home owners by Spectrum. No TV antennas are allowed on individual mobile home lots. The cost of providing basic cable TV service is included in the base rent.

5. Storm Drainage

Storm water drainage is accomplished by the grade of the roads and an open ditch system on the north, south, and west sides of the Community. All water is then discharged into a major storm water canal located west of the Community. The cost of providing storm drainage is included in the base rent.

6. Electricity

Electric power is provided to each home by Florida Power & Light Company, which is responsible for maintaining the electric service lines through and including the electric meter. The homeowner is billed directly by the power company for electricity used. The Community is responsible for the service lines from the meter, through and including the panel located directly under the individual mobile home electric meter. Electric lines in the home and outside the home to this point of connection, are the responsibility of the homeowner.

7. Telephone Service

Telephone service is provided by AT&T, which directly bills the homeowner for the service.

8. Other Services

The following services are provided by the Community:

- Streets and community areas are illuminated.
- Lawns are mowed as needed, fertilized twice a year, and sprayed for chinch bug control.
- Monthly newsletter and social calendars are available.
- Various social functions are sponsored throughout the year.
- Mailboxes for each home.

9. Changes to Utilities and Other Services. The description of the utility and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. LOT RENTAL AMOUNT

The mobile home owner will be responsible for payment of lot rental amount as follows:

A. Base Rent--

The base rent for the leased lot is \$_____ per month, and will be in effect from _____, 20_____, to _____, 20_____, payable on the ____ day of the month.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.

2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.
5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.
6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.
7. Water Charge – \$_____ per month based on the home owner's individually metered usage.
8. Sewer Charge – \$_____ per month based on the home owner's individually metered water usage.

C. Government and Utility Charges--

The mobile home owner will be responsible for payment of government and utility charges to the Park Owner by state or local government or utility companies. Certain utility charges, ad valorem property taxes, and non-ad valorem assessments may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park. Those items defined below as government and utility charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future lot rental amount increases.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

E. Pass-Through Charges

The mobile home owner will be responsible for payment of pass-through charges, which are the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the home owner on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

F. Generally

The costs of all other services required by the mobile home owner are solely the home owner's responsibility. The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the Delivery Date. The amount for these charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with the tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

Increases in Lot Rental Amount

The manner in which lot rental amount will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy. Such sums include base rent, special use fees, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to the base rent, including, but not limited to, such charges as guest fees and late fees.

c. "Government and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount--Categories of Charges.

Current Lot Rental Amount. A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the mobile home owner (the "Delivery Date"), and the dollar amount of each such charge as of the Delivery Date, is set forth above.

4. Lot Rental Amount--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from the imposition of certain government and utility charges, the lot rental will not be increased more frequently than annually.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent and Prevailing Economic Conditions, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental amount.

Factors which may affect the level of increases in lot rental amount are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal

5. Maintenance costs

6. Management costs

7. Property taxes

8. Major repairs or improvements. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature will be taken into account in determining the total costs, and such expenses and charges shall include, but not necessarily be limited to:

(a) The costs of all insurance carried by Owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilation, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, man-aging, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof;

(l) Debt service.

10. Prevailing Market Rent--Refers to the lot rental amount imposed in mobile home parks comparable to this Park, or the lot rental amount willingly paid from time to time by new residents of this Park.

A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the park, including all costs of litigation.

13. Government and Utility Charges--The mobile home owner will be responsible for payment of those charges to the Park Owner by state or local government or utility companies. Charges by state or local government or utility companies will only be used as a factor for future rent increases to the extent those charges are not directly charged more frequently than annually.

14. The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

15. Costs incurred as a result of actions by state or local government or utility company.

Additional Considerations

The Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Florida Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The sections above are intended only to provide the home owner with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental amount.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's lot rental amount.

Home owners assuming the remaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient. The increased lot rental amount must be disclosed to the prospective home owner.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

There are no current user fees charged in the Park.

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, are attached as Exhibit A.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. ZONING

Colony in the Wood is presently zoned PUD – Planned Unit Development. Permitted principal uses are manufactured or modular home communities and may include other allowable uses under the Urban Medium Density Residential Future Land Use.

The City of Port Orange is the zoning authority for the land which comprises this Community.

The Community Owner has no current plans to seek a change in the future use of the land comprising Colony in the Wood.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Rental Agreement

Exhibit D -- User Fee Agreement

EXHIBIT “A”

RULES AND REGULATIONS

COLONY IN THE WOOD RULES AND REGULATIONS

Community management of Colony in the Wood offers Equal Housing Opportunities. Colony in the Wood does business in accordance with Federal Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots.

All reasonable means have been taken to ensure that community residency is pleasant and enjoyable. Many of the following rules and regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all Residents.

These rules and regulations are intended to maintain the appearance and comfort of the Community for Residents and their visitors. A copy of the rules and regulations will be posted in the clubhouse and must be observed by all Residents, guests and invited family members. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the rules and regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

Definitions:

“COMMUNITY” means a “mobile home park” as defined in section 723.003(12), Florida Statutes.

“COMMUNITY OWNER” means the owner or operator of the Community.

“MANUFACTURED HOME” means a “mobile home” as defined in section 723.003(8), Florida Statutes.

1. ENFORCEMENT OF RULES AND REGULATIONS

A. Please note that ignorance of a Rule and Regulation cannot be accepted as an excuse for violation. Every effort will be made by Management to ensure that the rules and regulations are enforced and that Resident safety and comfort are not disturbed. Each Resident's cooperation is absolutely essential in enforcing these rules.

B. Notwithstanding Community Owner's express intent to enforce the Community rules and regulations and to require compliance therewith by all Community Residents, compliance and enforcement is a matter between the Community Owner and the offending Resident, and as such, no other Home Owner or Resident has any right against the Community Owner relative to enforcement of the rules and regulations against another Resident.

2. NOTICE OF VIOLATION OF RULES AND REGULATIONS

Management will contact Residents who violate a Community rule or regulation by means of a personal visit, telephone call and/or a NOTICE OF RULE VIOLATION will be mailed. It is expected that all Residents will correct the violation within the amount of time noted on the violation. Repeat violations could lead to eviction proceedings pursuant to section 723.061, Florida Statutes. Please note that total adherence by Residents is absolutely essential to provide Residents a peaceful surrounding.

3. ACCEPTANCE OF LOT RENTAL AMOUNT, LATE CHARGE & DELINQUENT NOTICE

Home site lot rental amount is to be paid monthly. Lot rental amount is due on the first day of each month and must be paid on or before the tenth day of the month. A Late Charge will be charged to all Residents whose payment is not received by Management (including mailed-in payments) on or before the tenth day of the month. If a Resident chooses to pay their lot rental amount with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted by personal check, money order, cashier's or certified check. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, payment by certified funds, or money order may be required for payment. Lot rental amounts are payable only

in United States Funds. **For safety purposes, cash payments are not accepted for any reason.** The Resident's lot number must appear on the check, money order or bank draft. In the event that the Resident fails to pay the lot rental amount on or before the tenth day of the month, Management will issue a Delinquent Notice requiring the Resident to either pay all monies due or the Resident may be evicted pursuant to section 723.061, Florida Statutes. In the event that Management chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorneys fee in addition to court costs. Resident will have the option to prepay lot rental amount only when that option is offered to the Residents.

4. OCCUPANCY

A. Any person applying for admittance as a Resident of the Community must fill out an Application for Residency and be interviewed by Community Management. All prospective Residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective Resident for any reason not prohibited by law. Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The purchase of a Home Owner's home by those who have not executed the lease agreement or obtained written consent from the Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency and credit check must be completed and approved, a Prospectus delivered, and a Rental Agreement signed, prior to (1) arrival of the Home Owner's manufactured home in the Community; or (2) occupancy of a home already in the Community. The Community Manager reserves the right to: (1) refuse to accept further lot rental amount and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these rules and regulations; and (2) refuse rental to any occupant (approval will not be unreasonably withheld).

B. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80 percent of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other Resident must be 35 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest Resident of a manufactured home dies or vacates the manufactured home, the remaining Resident(s) may continue as a Resident(s) of the Community and Resident of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining Resident(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a Resident who is less than 55 years of age but older than 35, as long as at least 80 percent of the occupied homes in the Community, including that of the new Resident, are occupied by at least one person 55 years of age or older.

C. At the time of application for initial occupancy or upon request of Community Management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, or national or international document of comparable reliability containing the prospective resident's birth date.

D. Upon request of Community Management, existing Residents shall produce documentation, as referenced above, for purposes of age verification. On January 1st of each even numbered year, all existing Residents, upon request by the Community Management, shall be required to provide the names and ages of all current Residents of the home, in writing, to Community Management.

E. Only persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to own a home or reside in the Community. As a condition to approval for residency in the Community, all Residents are required to show proof of ownership of their manufactured home; such

proof may be made by title or registration to the home. Each Resident of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the manufactured home, each Resident must sign a copy of the Rental Agreement. Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home.

F. Failure to provide documentation verifying the ages of all residents of the home shall constitute a violation of these rules and regulations, and the Home Owner and/or the manufactured home may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY

A. Prospective Residents of the Community must be approved by Community Management based upon:

- (1) Completion of a questionnaire provided for this purpose
- (2) Credit, background, criminal history check and reference check
- (3) An interview of all persons planning to occupy the manufactured home

Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the home; or about service pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.

B. If requested by Management, the prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Community Management. Prospective Residents living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

C. Factors to be considered in review of an application for residency:

- (1) Favorable credit rating by individuals or businesses having credit experience with Resident or by credit bureau report.
- (2) Favorable reports from previous landlords and current landlord.
- (3) Favorable report of employer as to veracity, trustworthiness and character.
- (4) Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the manufactured home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

D. Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items:

- (1) Falsification of information on application.

- (2) Refusal to provide requested information.
- (3) Conviction of a felony under the law of any state, or the United States.
- (4) Unfavorable credit information.
- (5) Unfavorable report of present or previous landlord.
- (6) Unfavorable report of employer.
- (7) Failure to show ability to meet financial obligations to the Community.
- (8) Home to be located in the Community is not in compliance with the Community requirements.
- (9) Home to be located in the Community is over 5 years old. May be waived by Community Manager upon inspection and approval.
- (10) Exhibiting attitude to Community Management that the rules and regulations of the Community will not be respected and followed by applicant.
- (11) Refusal to sign Community Lease.
- (12) Refusal to pay any financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming tenants.
- (13) Refusal to read and accept the Community rules and regulations.
- (14) Failure to qualify as a single family or having too many older persons or a pet that does not qualify .
- (15) Failing to provide proof of ownership of the manufactured home and the information regarding any lien holder.

E. In order to verify the qualifications of the Community as housing for older persons under the Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995) and Chapter 760, Part II, Florida Statutes, (collectively, the “Act”), and consistent with 24 CFR Part 100, Subpart E, Section 100.307, verification of the ages of all Community residents is required as is the determination of whether at least one occupant of each home is 55 years of age or older.

(1) All persons applying for residency in the Community, and all persons currently in occupancy within the Community, shall be screened on the basis of their age. Eighty percent of the occupied homes in the Community must be occupied by at least one person 55 years of age or older. Therefore, each person must produce for inspection and copying documentation for age verification as specified in the “Occupancy” rule above.

(2) If any resident refuses to produce age verification documentation as specified above, the Community may, upon sufficient evidence, consider the home to be occupied by at least one person 55 years of age or older. Such evidence may include: (1) government records or documents, such as a local household census; (2) prior forms or applications; or (3) a statement from an individual who has personal knowledge of the age of the resident. Any such statement shall set forth the basis for such knowledge and shall be signed under penalty of perjury.

(3) The Community shall provide for regular updates of the initial information supplied by the residents of the Community. These updates shall take place in January of each even numbered year. If reliable documentation currently exists concerning the occupants of a home, the Community shall simply assure that the

Residents on file continue to reside in the home. Otherwise, all existing Residents shall be required to provide the names and ages of all occupants of the home, in writing, to the Community Manager. A reminder of the Home Owner's obligations under the "Occupancy" rules may be required.

(4) The Community Manager shall produce a summary of the information gathered concerning the occupancy verification. The summary shall include, by lot: (1) whether the lot is vacant or occupied, and (2) if occupied, whether the unit is occupied by at least one person age 55 years of age or older. Also, in figuring occupancy, if a unit is temporarily vacant due to seasonal home owners, the unit should be counted as occupied if the home owner intends to return. If a home is subleased, the age of the subleasee shall be recorded as the Resident's age, instead of that of the Home Owner. The percentage of occupied homes in the community meeting the age requirements shall then be figured. (The Community must always maintain, 80 percent of occupied units occupied by at least one person 55 years of age or older).

(5) The survey summary, and supporting documentation shall be maintained in a separate file with limited access, created for the sole purpose of complying with the Act and not in general or Resident files that may be widely accessible to employees or other residents. The segregated documents may be considered confidential and not generally available for public inspection.

6. SALE OF MANUFACTURED HOME

A. A Home Owner has the right to sell his manufactured home within the Community, and the prospective purchaser may become a Resident of the Community. However, a prospective purchaser who intends to apply for residency in the Community must qualify pursuant to the requirements of these rules and regulations, complete the requisite application, and be approved by the Community Management. Thus, any prospective Home Owner must qualify for and obtain prior written approval of Community Management to become a Resident of the Community.

(1) Notice to the Community Owner. A Resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to the Community Manager notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Community Owner may require, and an executed copy of the proposed contract to sell. Resident shall direct the prospective buyer to the Community Management for exchange of information, including the lot rental amount, which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing, or purchase of Resident's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by the Resident. This rule does not in any way diminish or affect the obligation of every seller of a manufactured home to seek and to obtain written approval of the purchaser by Community Management prior to the sale/purchase of the home and prior to change in occupancy of the home.

(2) Application Form. The Community Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Community Owner in order to enable the Community Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Community Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Community Owner along with and as an integral part of the notice. An application fee shall be charged to the Resident transferring his manufactured home, which fee shall accompany the application form. This fee will be refunded to any applicant ultimately accepted as a resident of the Community.

(3) Failure to Obtain Approval of Community Owner/Manager. Any person who purchases a manufactured home situated in the Community or who becomes an occupant or tenant of a home in the Community, but does not qualify as, and obtain consent of the Community Manager to become, a resident of the Community, shall be subject to immediate eviction pursuant to Section 723.061(1)(e), Florida Statutes.

(4) Disapproval by the Community Owner/Manager. The Community Owner may disapprove the prospective purchaser if the prospective purchaser does not qualify to be a Resident. Notice of such disapproval will be mailed to the prospective purchaser, within fifteen (15) days after receipt of the notice of intent to purchase, with grounds therefor. If the Community Owner shall disapprove a proposed purchaser, such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. If the Community Owner shall disapprove a proposed lessee, such disapproval shall be grounds to deny Resident the Community Management's consent to such sub-lease. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.

B. Community Management shall have the right to inspect the exterior of the manufactured home prior to approving a prospective purchaser as an acceptable Home Owner in that manufactured home. Homes must meet all state and local code requirements, including but not limited to anchoring, electrical and plumbing. Prior to written approval of the purchaser, the seller and the purchaser must provide written assurance to the Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these rules and regulations. Community Management has the right to deny approval of the prospective purchaser if such written assurance is not provided. If the manufactured home is more than fifteen (15) years old from the date of manufacture, purchaser may be required to furnish Community Management with a home inspection report from an established home inspection firm, which document may be used to determine needed repairs or upgrades.

C. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the home window only. No signs are allowed in yards. Violations of this restriction may subject resident to eviction pursuant to section 723.061, Florida Statutes. Placement of such signs must be approved to assure that they will not interfere with maintenance equipment or damage underground lines. "For Sale" signs, "Open House" signs, directional signs, information signs, etc., shall not be placed on any of the common areas of the Community. Signs regarding an open house may be placed only in the yard of the home for sale. "Open House" and related signs must be removed after the open house hours have concluded. Open houses may only be held during daylight hours. For safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. To register, the Home Owner will provide the Community Office with written notice of a Home Owner's intent to sell his home.

D. All homes within the Community are subject to regular external inspections. Failure to comply with the standards stated in these rules and regulations shall result in a Notice of Rule Violation and may result in termination of tenancy pursuant to section 723.061, Florida Statutes.

E. The Community Owner requires that any manufactured home not meeting the Community's established standards, as required by these rules and regulations, or any manufactured home which is improperly maintained, be upgraded to improve the quality and appearance of the manufactured home. Failure to meet the Community's requirements within ten (10) days of written notice shall be a violation of these rules and regulations.

F. Community Management requires that Residents comply with the requirements of all governmental agencies, including, but not limited to, those of the Department of Motor Vehicles, State of Florida, Volusia County, and HUD.

7. REMOVAL OF MANUFACTURED HOME

A. The lot rental amount for the balance of the current lease term will be owed as to any home which is moved and the lot vacated prior to the end of the lease term. Or, in the event the Home Owner intends to move his manufactured home from the Community, he must give written notice to Community Management of that intent at least 30 days prior to the moving date unless the home has sustained extensive damage. If there has been extensive damage, the Community Manager may waive or reduce the 30 day notice required prior to the home removal. Movement of homes from the Community must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of \$10,000.00 to insure against damage to Community property. Prior written permission

from the Community Owner is required prior to any move of a manufactured home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.

B. Any Home Owner who should remove his or her home is responsible for removal of all trash and discarded materials. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to a well-maintained condition will be charged to the Home Owner.

C. Community Management and Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the manufactured home of a Home Owner from the Community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

8. SETUP: NEW AND RESALES

A. The location and positioning of the home on the lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Home Owner's home or lot will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community. Only new homes (never previously occupied), and used homes which have been approved in advance in writing by the Community Management as acceptable for location within the Community, will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Community Owner. Written approval from the Community Owner is required prior to the commencement of any work.

B. Manufactured homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with local codes and with Community Management's specifications. Manufactured homes must be anchored immediately, as required by all governmental regulations.

C. Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Volusia County Building Department, or other applicable local agency, and approved by the Community Office:

(1) All new manufactured homes entering the Community must have removable hitches which shall be removed upon anchoring.

(2) The manufactured home must be skirted on all sides with decorative underskirting that is similar and compatible with neighboring homes and that has prior approval from the Community Management. The underskirting must be completed within five (5) days of delivery of the home in the Community, and must be maintained regularly to ensure a uniform and attractive Community.

(3) Approved concrete or other Community Management approved steps, must be installed at all entrances of the manufactured home.

(4) Home Owner shall install a permanent carport. The carport must be wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles that will use this area and a utility room.

(5) No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these rules and regulations). Central air conditioning must be installed in units coming into the Community.

(6) No aluminum foil or the like shall be placed in any window in the manufactured home.

(7) No fences are to be built or maintained on any lot in the Community without prior written approval by the Community Owner. However, fences may be permitted, after obtaining Community Management approval or for use by the Management, along Community borders and to make a separation from safety hazards.

(8) Propane tanks are not permitted on any lot without prior written approval by the Community Management. Propane tanks will not be permitted in front of a manufactured home or in any area directly visible to any street.

(9) Window coverings visible from the street shall be limited to blinds, shutters, draperies, curtains or similar standard window treatments.

(10) The color of any stains to be applied to a driveway or walkway must be approved, in writing, in advance, by Community Management. Only a concrete stain may be used. Acrylic, enamel, or any other type of paint is not allowed. Any driveway or walkway allowed to become unsightly will have to be cleaned or restained. The completed work must be approved by Community Management.

D. All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these rules and regulations shall be of a quality, type, style and pattern approved in advance in writing by Community Management. Community Management shall have control over the manner of installation or attachment of the home and of any accessory structures, and all installations and construction shall be consistent and compatible with other home in the Community. All home plans and designs shall be approved in writing by Community Management prior to the commencement of the erection of the home upon the homesite. All installations shall comply with Federal, state, and local laws and regulations, and shall comply with all standards referenced within the Community's rules and regulations and the Home Owner's prospectus and Lot Rental Agreement.

9. LOT IMPROVEMENTS BY HOME OWNER

A. Improvements are encouraged; however, any construction of, addition to or improvements to a manufactured home, and its locations, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, walkways, exterior painting, and the like, will not be permitted unless the resident obtains prior written approval from the Community Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, Community Management may require Home Owners to remove any unapproved construction, improvement, or addition at the expense of Home Owner. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of deed. All improvements must be completed within thirty (30) days. For additional information on Community Standards, please see "Home Site Care" below.

B. A concrete driveway long enough to accommodate the vehicles and utility room for each home and at least eleven feet wide is required as stated in the Colony in the Wood prospectus. The Home Owner is responsible for maintenance and repair of this concrete area.

C. If the Home Owner wishes to extend the concrete driveway of his home site, he must obtain permission from the Community Management, and at the sole cost and expense of the Home Owner.

D. No pools, swingsets, or other outdoor recreational equipment are permitted on individual home sites.

E. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite. Outdoor clothes drying devices (umbrella clotheslines, drying racks or any other type

of clotheslines or device) may only be installed on Home Owner's homesite in a location which is not visible from the street, or if such placement is not possible, the device must be placed in the most inconspicuous location possible and must be shielded from view to the greatest extent feasible.

1. "T" clotheslines, and clotheslines which are not installed or designed to be stored at the end of each day of use, are not allowed on any homesite in the Community.

2. No clothesline or other clothes drying device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restrict access to property located within the Community. Additionally, outdoor clotheslines and devices shall not be installed nearer to a lot line than the height of the device. Written approval of the specific location of a clothesline or other clothes drying device must be obtained from Community Management prior to the installation of that clothesline or clothes drying device in order to ensure that the device is located in conformance with the aesthetic standards of the Community.

3. Any clothesline or other outdoor drying device must be removed and stored before sunset on each day of use.

F. It shall be considered a violation of these rules and regulations if a manufactured home owner shall lose possession of his manufactured home for reason of foreclosure of a lien against said manufactured home or as a result of a sheriff's levy; assignment for the benefit of creditors; bankruptcy and/or receivership. Any successor in interest who may have possession, care custody and/or control of the manufactured home owner's manufactured home may not, except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that manufactured home in the Community. This limitation does not pertain to the ordinary sale of a manufactured home, which home otherwise meets Community standards and is sold to prospective purchasers who are otherwise acceptable manufactured home owners for entry into the Community.

10. HOME SITE CARE

It shall be the responsibility of the Home Owner to ensure that his manufactured home and lot are properly maintained.

A. All Home Owners must maintain their manufactured home, yard, and all applicable buildings in compliance with all county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, or in a screened enclosure or patio. Only furniture designed for outside use will be permitted.

B. Home Owners whose lots are adjacent to drainage ditches and/or canals will not dump any clippings or other debris into the ditch/canal. Home Owners must leave access through his lot and shall place no obstruction at the rear of the manufactured home so as to allow access in order to maintain and service the area.

C. It shall be the responsibility of each Resident to keep their home site edged, trimmed, and watered. Residents are also responsible for all watering and trimming necessary to maintain the shrubs and contents of the planters on their home site. Residents are responsible for keeping the grass neatly edged at their street edge, their sidewalk, and along their own carport. Each Resident is responsible for his/her respective plants and lawns. Also, said areas are to be kept as free of weeds as possible and should not be permitted to become overgrown. Community Management may notify resident of his/her failure to comply with this provision. See Prospectus

D. Sprinkler systems, if installed, must be such that lawn mowers will not damage them. Sprinkler heads must be low enough for mowers to pass over them and strong enough to support the mower's weight. Home Owners are responsible for the expense to repair improperly installed sprinkler systems damaged by lawn mowers. Mobile sprinklers and hoses may not be left unattended.

E. Each Resident is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Management's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Manager. Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed by consent of Community Management with costs shared equally by Homeowner and Community Owner. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

F. Residents who are going to be absent from the Community for more than two (2) weeks must notify the community office as to what arrangements have been made for necessary grounds care.

G. Colony in the Wood contains extensive underground facilities; therefore, no digging of any sort will be permitted without prior consent of the management. Residents are requested to consult Community Management before digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

11. COMMUNITY STANDARDS FOR HOMES AND HOME SITES

A. All manufactured homes must be kept in good repair, including utility buildings. Residents must immediately repair any water leaks in or from pipes or fixtures in, on, or under their manufactured home. Broken windows, peeling paint, dull exterior of a manufactured home, or dirt, grime, or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the manufactured home, including the eaves and trim, shall be kept free of mildew or discoloration. Manufactured homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to well-maintained condition. Changes in material or color of a screened area must be approved by the Community Manager prior to installation. All exterior materials used in upgrading must be approved in advance by Community Management. Upon failure of Resident to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as lot rental amount.

B. Obsolescence: As the appearance of the manufactured home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

C. Any manufactured home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above.

If the present skirting is destroyed by windstorm, an act of Nature, or by any other means, replacement skirting must be of the approved type.

D. Should the Home Owner's manufactured home be destroyed by fire, windstorm, an act of Nature, or by any other means, the Home Owner must remove the salvage from the lot within forty-five (45) days from the date of such event, or from date of mailing of a written notice from Community Owner to Home Owner to remove same, whichever is earlier.

12. FLORIDA LICENSE DECAL

A. All manufactured home owners must maintain current state registration decal(s) on their manufactured home. The current state decal shall be displayed on the manufactured home at all times. Residents are asked to display the decal(s) in the lower left-hand corner of a window which faces the street. A copy of the current registration must be furnished to Community Management upon written request.

13. VEHICLES

A. Inasmuch as Colony in the Wood is maintained as a private enterprise, its streets are private and not public thoroughfares.

B. Residents must park their vehicles on their driveway. The resident is permitted a total of two (2) vehicles per lot, provided there is adequate room. Storage of a third vehicle, if there is adequate room, requires written permission from the Community Manager. Resident's vehicles should not extend past the front of their home or screened room when parked, and must be completely off of the roadway when parked. Without prior written consent of Community Owner, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by Florida law. The street right-of-way may not be used for parking except for guests, for periods up to five (5) hours. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community lot and not on other Residents' lots. Parking on roadways within the Community, or on lawns, swales, green areas, or vacant lots, or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the lot. Community Management will ban from the Community any vehicles which, in its sole judgement, interfere with the peace, privacy, and/or general welfare of other Residents, or with the appearance of the Community. Vehicles in violation of these rules and regulations may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Community Owner. Residents are responsible for vehicles belonging to guests.

C. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial US DOT Class 1 vehicle with a gross vehicle weight rating of 6,000 lbs. or less and includes US DOT Class 2 minivans and pick-up trucks with a gross vehicle weight rating of 6,001 to 10,000 lbs. and is further defined as a car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation and is without advertising logos, signage, decals, and stickers. Mechanical or other repair of vehicles, boats or trailers is not permitted at the homesite. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, unpainted, or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

D. No truck larger than that of a "personal vehicle" described above will be permitted in the Community without prior management approval. All commercial trucks, boats, campers, motor homes, step vans, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and

storage fees as applicable are paid. Campers, motor homes, boats, or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home, or similar vehicles. Boats, utility trailers, and similar vehicles over 18' in length, cannot be stored on individual home sites. Written permission from the Community Management is necessary for permanent storage of smaller units on individual lots.

E. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated by a resident only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by a resident or guest. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

F. Speed bumps, if installed, are a safety factor. The Community Owner or Manager is not responsible for any damage or personal injury resulting from contact with a speed bump.

G. The speed limit within the Community is fifteen (15) miles per hour. Speeds in excess of posted limits is prohibited. All autos, motorcycles, mopeds, and other vehicles must observe the posted speed limit of fifteen (15) miles per hour, and obey all "stop" signs or other posted warnings. A full stop must be made at all stop signs. All of these rules will be enforced for the safety of our Community residents. Residents must inform all visiting friends about the speed limit and the aforementioned rules.

H. The building of boats in the Community is prohibited.

I. Bicycle riding in the Community after dark is permitted only if the bicycle is equipped with functioning front lights and rear reflectors on the bike. Bicycle riders must obey all street signs.

J. Recreational vehicles, such as travel trailers, motor homes, boats, etc., must not be parked at the recreation lounge area without special permission from the Community Management. Recreation vehicles parked at the recreation lounge area are not to be occupied overnight or used for living quarters.

K. The parking areas at the recreation lounge are intended for temporary parking use only. Vehicles must not be parked at the recreation lounge area for more than twenty-four (24) hours without special permission from the Community Management. Parking spaces are offered and controlled at the discretion of the Community Management. Permission to park vehicles for extended periods of time is at the sole discretion of the Community Manager.

14. PETS

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

A. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

B. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

C. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

D. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

E. When outside, all pets must be kept on a hand-held leash.

F. Pets may not be tied up and left outdoors.

G. Management may require removal of pets that cause excessive noise or disturb other Residents.

H. "Beware of Dog" signs are not permitted.

I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

J. Feeding of stray or wild animals is prohibited, with the exception of one (1) wild bird feeder per home site. If a bird feeder is installed, the Resident must maintain the area to keep it clean and remove excess or scattered seed from the ground. The bird feeder must not be considered a nuisance by attracting other wild animals. Residents are discouraged from doing anything to attract other wild or stray animals into the Community.

K. Pets belonging to overnight visitors of Residents must be boarded outside of the Community if such pets are deemed objectionable by any nearby Resident or by the Community Owner. Pets belonging to guests are restricted to the host resident's home site. Pets belonging to guests are not permitted to disturb neighbors in any way at any time day or night.

L. Pets belonging to visitors are limited to a forty-eight hour stay within the Community unless the Resident host requests and receives permission from the Community Management to extend the time limit.

M. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

14a. BIRDS

A. Pet birds whose singing or other noises are not audible outside the owner's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

B. Community Management will monitor bird owners' compliance with the foregoing rule and will investigate any and all complaints concerning birds from any neighboring Resident; and when bird owners are determined by Community Management to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which can lead to eviction for non-compliance.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

15. TRASH/GARBAGE

A. All garbage must be enclosed in Community-provided toters and placed near the street edge in front of the home on the day of scheduled collection. Toters must not be left outside overnight and must be stored in an inconspicuous location, out of view from the street.

B. Residents are encouraged to place acceptable recyclable materials in the recycling containers provided by the Community. Information regarding recycling schedules and acceptable recycling materials is available in the community office. Other persons must not tamper with or remove items from the recycle bins. Materials left in the collection bins after pickup are not accepted as recyclable materials by the recycling contractor. Such items should be removed and placed in regular garbage for collection.

C. There shall be no burning of trash, leaves or other materials on individual lots within the community. Grass cuttings, leaves, trimmings, and other debris must be placed in containers adequate for pickup, and put at the edge of the street on collection days.

D. Residents, and their guests, agents, invitees, or other occupants, are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under, or about the leased site, or any area in the community, and from transporting to or from the leased site or other areas of the community, any hazardous waste.

16. WATER/WASTEWATER

A. Items such as, but not limited to, sanitary napkins, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons, and the like are not to be disposed of in manufactured home or community commodes or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the manufactured home owner whose manufactured home occupies the space from which the foreign object originated. All cost of collecting the expense of purging the lines, including a reasonable attorney's fee, in the event a manufactured home owner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such manufactured home owner. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the home owner is the prevailing party, the home owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner.

B. Residents are requested to conserve both drinking and irrigation water.

17. ANTENNAS

A. In order to maintain an attractive community, Residents are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized, which may be provided by Management, as opposed to installing outdoor reception devices. No antennas or reception devices shall, in any way, be attached to or protrude from any manufactured home or home site, except small satellite dishes one meter (39") in diameter or diagonal measurement or smaller, which must be installed in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. Any equipment that interferes with neighboring reception is prohibited. Outdoor reception devices must be installed on Home Owner's home or on the ground of Home Owner's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Prior written approval from management is required for the placement of a satellite dish or TV antenna on the homesite.

B. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the community. Due to safety concerns posed by winds and the risk of falling reception devices and masts,

outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than twelve (12) feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses, or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

C. A policy of liability insurance covering injury or damage from an outdoor reception device must be maintained by Home Owner and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Home Owner's tenancy, Home Owner must restore the homesite to a well-maintained condition. If Home Owner violates any of the above rules or regulations, Management may bring an action before the FCC, or before any court of competent jurisdiction for declaratory relief, and Management may recover from Home Owner a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules and regulations. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Home Owners are advised that future changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices.

18. RESIDENT CONDUCT

A. Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or which constitutes a nuisance to other residents, or which constitutes a breach of peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home, or inside the manufactured home if audible outside the home, are not permitted in the Community. All residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their service animals and/or pets behave in such a manner as not to annoy, disturb, or interfere with other Community Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 10:00 p.m and 8:00 a.m. Noise which can be heard beyond an individual lot will be considered too loud. Complaints filed with the Community Management by other residents concerning noise or disturbances caused by another resident, or such resident's guest, shall be considered as evidence of violation of these rules and regulations.

B. No alcoholic beverages as defined in Section 561.01(4)(a), Florida Statutes, may be used or consumed on or in any common area except that such consumption or use may be allowed for management-sponsored or resident-sponsored functions or activities upon prior written consent of Community Management. Such consent shall not be unreasonably withheld, but may require proof of a current and valid host liquor liability insurance policy providing liability coverage for such function or activity.

C. Smoking is not allowed in the recreation lounge.

D. Residents will be held responsible for their guests' conduct.

E. Illegal drugs will not be permitted.

F. When leaving the community for a period in excess of ten days, Resident shall notify Management of the date of departure, address and telephone number where Resident can be reached, and the approximate date of return. Management must be notified upon Resident's return to the Community.

G. Rules regarding criminal activity in the Community:

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or otherwise.

(5) Resident, members of a Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s) or other Resident(s), or which involves imminent or actual property damage.

(6) VIOLATION OF RULE NUMBER 5 (ABOVE) SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

H. Open fires may not be built on Community property.

I. No firearms or firecrackers are to be unlawfully discharged in the Community.

J. Residents shall not loiter or wander on the streets of the Community after the hour of 10:00 p.m.

K. Sleeping in vehicles is prohibited.

L. Residents are not permitted to play in the streets or in the yards of other residents, or to pass through other resident's yards. Residents are not allowed to climb trees in the Community.

M. Each Home Owner shall be held responsible for the actions of persons residing in his home who violate the provisions hereof or these rules and regulations, and for damages caused by such persons.

19. PERSONAL & FIRE SAFETY

Management is concerned with the well-being of Residents and their families. Our rules and regulations are the means of providing a happy and safe living environment. Adherence to the following rules is very important:

A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and surrounding community. Residents are responsible for the actions of all persons residing in their home and for their guest, as provided by law.

B. Please take extra care when around any body of water (pond, reservoir, ditch, etc.) within the community.

C. All homes are to be kept free from fire hazards. Do not store combustible materials, gas-powered lawn mowers, etc. under a home.

D. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.

E. Adherence to "Stop Signs", "Speed Limit" and other signage of this nature is a must.

F. Resident shall furnish Management the name, address and telephone number of a person to be notified in case of an emergency and Resident shall be responsible for updating any changes in the information provided.

G. All Residents will obey mandatory evacuation orders issued by the government or local authorities.

20. COMMUNITY OWNER ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT

In an emergency situation, and in accordance with section 723.025, Florida Statutes, the Community Owner may enter a Home Owner's manufactured home lot and/or manufactured home to prevent imminent danger to an occupant of the manufactured home or to the home itself. Additionally, at all reasonable times, the Community Owner may enter onto the manufactured home lot for purposes of repair and replacement of utilities and protection of the manufactured home Community.

21. CLUBHOUSE AND RECREATIONAL FACILITIES

The clubhouse and its facilities are made available at reasonable times to residents and their guests only. Reservations for private parties and gatherings must be made in advance with Community Management and will be accepted provided there are no other reservations. A deposit may be required prior to use. It will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Resident is financially, legally, and otherwise responsible for any and all other expenses related to repair of any damage. Management has the option to determine if the Resident's personal check will be accepted for the deposit versus a money order, cashier's check, or certified check. Use of the facility is not to disturb the peace and quiet of the community. The use of all recreational facilities within this Community is for Residents and invited guests only. All guests must be accompanied by a Resident when using recreational facilities, unless prior permission from the community management is granted. Guests that use any community recreational facility must have, in their possession, a guest tag to identify them. These tags are available in the community office. It is the responsibility of the Resident to ensure that their guest(s) observe all applicable Rules & Regulations. No one under the age of thirteen (13) is allowed in the clubhouse or use of the recreational facilities without being accompanied by a person at least eighteen (18) years old. The recreational facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis.

22. SWIMMING POOL AND SPA

The swimming pool and spa are for the exclusive use of Residents and accompanied guests. The swimming pool and spa rules and regulations are posted at the pool and spa and are as follows:

POOL RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering pool.
No glass or animals in the fenced pool area (or 50 feet from the unfenced pool).
No food or beverage in pool or on pool wet deck.
No alcoholic beverages in pool or on pool deck.
No smoking in pool or on pool deck.
No running or rough playing.
No large floats or surfboards.
Do not use the pool if you are ill with diarrhea.
Do not swallow the water, it is recirculated.
Guest tags are required.
Guests must be accompanied by the resident they are visiting.
Pool hours - One half-hour after sunrise to one half-hour before sunset
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 28 persons.
NO DIVING

SPA RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering spa.
No glass or animals in the fenced spa area (or 50 feet from the unfenced spa).
No food or beverage in spa or on spa wet deck.
No alcoholic beverages in spa or on spa deck.
No smoking in spa or spa deck.
No running or rough playing.
No floats, toys or surfboards.
Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting a doctor.
Do not swallow the spa water.
Guests must be accompanied by a resident.
Guest tags are required.
Children under sixteen must have resident supervision.
Spa hours - One half-hour after sunrise to one half-hour before sunset
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 10 persons.
Maximum use is 15 minutes.
NO DIVING

It is vital that Residents, their families, and guests, obey these rules.

23. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in this Community other than Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers, and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business

from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

24. BUSINESS

No business or commercial enterprises shall be permitted to operate from or within the Community without prior, written permission from the Community Management. No advertising signs may be erected on the Resident's lot or manufactured home. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed, however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A business also includes any commercial enterprise which : (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents. Any purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use must have prior, written permission by the Community Management. Community Management reserves the right, in its sole and exclusive discretion, to prohibit the purchase of a home for the purpose of resale, leasing, renting or other business use.

25. WEAPONS

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Community grounds, including, but not limited to, the clubhouse and Community office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

26. PATIOS OR DRIVEWAYS

Only standard lawn or patio furniture, will be permitted on each patio or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances.

27. GUESTS

All persons who are not registered with Community Management as approved occupants of a manufactured home within the Community, and who are transient occupants of a manufactured home on Community lot at the invitation of the manufactured home owners thereof, are defined as guests. If requested, the host Resident will supply Community Management with the actual arrival date and estimated or actual departure date of each guest that has occupied their home. Each guest is limited to a maximum visit of thirty (30) days per year. Any guest staying with a home owner in excess of thirty days per year shall be considered an applicant for permanent residency in the Community and shall be subject to the rules and regulations, including, but not limited to the obligations to make application for residency and to satisfy the requirements for approval of residency as set forth in these rules and regulations. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the Community rules and regulations. If a guest intends to reside or stay in the Community in the absence of the Resident, the Resident must request and obtain written permission from the Community Management, prior to the guest occupying the home. The number of guests per home may be limited. If Community Management, at its sole discretion, determines that a guest has violated a requirement or provision set forth in this Rule, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Home Owner or to the guest of a written demand to vacate.

28. LIENS

To the extent permitted by law and contract, the Community will have a legal possessory lien on the Home Owner's manufactured home located within the Community for any unpaid lot rental amount, including late charges, assessment of damages caused by Home Owner or the residents or guests, and for any other recoverable expense under these regulations.

29. COMPLAINTS AND NOTICES

A. All complaints of a serious nature, or if requested by Management, must be in written form and signed. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any lot rental agreement or these rules and regulations, shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes. Anonymous complaints, written or verbal, will not be processed. Residents should discuss any complaints, recommendations, concerns, etc., directly with the Community Management.

B. Should the Community Manager disagree in principle to the propriety of any complaint, he/she will inform the complaining resident of his/her understanding of the Community's position on such matters. The Community Manager will uniformly enforce the Community's Lease Agreement and rules and regulations. Exceptions to Community rules will rarely be allowed and then only in conformance with the "Special Exceptions" rules set forth below.

30. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to the Community Management at the Community office verbally or in writing; (2) if the Community Management requires the request to be in writing, the notice shall be dated and (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management. If at any time, the Resident believes the Community Owner or Community Management has failed to perform or to observe any material term, condition or obligation established under the Home Owner's prospectus or lot rental agreement or these rules and regulations, the Resident must give the Community Owner written notice specifying what has not been performed or observed and describing what he/she believe needs to be done and during what time period.

31. USE AND OCCUPANCY

The lot shall be used solely for the purposes of placing a manufactured home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner or Manager, the lot may not be occupied by more than two (2) persons per bedroom.

32. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss or damage or injury to, the person or property of Resident, or any occupant, guest, or invitee on the lot caused by: (a) any condition of the lot of the Community (b) any act, fault, or neglect of any Resident or occupant of the Community, or of any guest or invitee of any resident or occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by the Community Owner's active or willful misconduct. Resident shall indemnify and hold Community Owner harmless from any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the lot, or of any guest or invitee of any occupant of the lot.

33. INSURANCE

Home Owners are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the mobile home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration

page from the Home Owner's homeowners' insurance policy shall be given to Community Management each year. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Park Owner reserves the right to waive the requirement for Home Owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Home Owners. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

It is the Home Owner's obligation to inquire and decide whether flood insurance is appropriate for his or her home in the Community. Home Owner is responsible for determining the flood elevation and status of his or her lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the Volusia County Building Department, or the Home Owner's lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

34. GOVERNING LAW

The Community Owner-Resident relationship created by the Lot Rental Agreement shall be governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

35. SUBLEASING AND RENTING

The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community. Any subleasing must be for a minimum period of at least three (3) consecutive months.

36. RENTAL AGREEMENT TERMS AND CONDITIONS

Written rental agreements will be required of all new residents within thirty (30) days of occupancy and will be offered to each existing Resident on the anniversary date of all other Rental Agreements in the Community. All Rental Agreements will have a term of at least one year with the exception of the first Agreement entered into by a new Resident. The first Agreement will expire on the next following anniversary date of all other Agreements in the Community. Thereafter, multiple year agreements may be offered to Residents. Whether or not a Resident chooses to execute a written Rental Agreement, the Resident is subject to the same terms and conditions as Residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference

as rules and regulations governing the tenancy. Residents shall not assign the Rental Agreement, or any interest therein. Section 723.059, Florida Statutes, allows the purchaser of a manufactured home who becomes a Resident of the Community to assume the remainder of the term of any pre-existing Rental Agreement, except lifetime leases or leases with automatic renewal provisions which do not specifically provide that they are assumable. In the case of automatically renewing leases which do not otherwise provide that they are assumable, the purchaser is allowed to assume only the remainder of the lease term in effect at the time of sale.

37. DEFAULT AND EVICTION

The Community Owner may evict a manufactured home owner, manufactured home occupant, manufactured home tenant, or the manufactured home itself for any of the reasons set forth in section 723.061, Florida Statutes.

38. WAIVER

No waiver of any default by a Resident shall be implied from any omission by the Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for that time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot Rental Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by a Resident requiring the Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

39. EMERGENCIES

In the event fire, police, or ambulance assistance is required, call the needed assistance first; dial 911, then notify the Community Office, if possible. Please respect the privacy of Community Management personnel and limit after hour telephone calls to emergency situations requiring immediate action which pertains to the community.

40. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health, and safety of the other Residents of the Community. For example, variances to these rules and regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulations is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

Residents are responsible for keeping themselves informed of any noticed changes in these rules and regulations.

These rules and regulations supersede all others.

Dated _____, 20____.

EXHIBIT "B"

LAYOUT OF THE PARK



4000 S Clyde Morris Blvd.
Port Orange, FL 32129
www.colonyinthewood.com
Phone: (386) 761-2233



Amenities

- Recreation Center
- Office
- Shuffleboard
- Horseshoe Pit
- Swimming Pool and Spa
- Fitness Center and Billiards
- Pickleball
- Bocce
- Outdoor Kitchen w/ Grilling Station

15
MPH

THE SPEED LIMIT
IN THIS
COMMUNITY
IS 15 MPH.



EXHIBIT "C"

RENTAL AGREEMENT

COLONY IN THE WOOD MOBILE HOME PARK

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____, 20____, by and between the COLONY IN THE WOOD MOBILE HOME PARK, hereinafter referred to as LANDLORD, and _____, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ person(s). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of ____ months, commencing on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____.

5. Tenant's Financial Obligations

BASE RENT:

\$_____, per month, payable in advance on the ____ day of each month. All lot rental amount payments are payable to:

Colony in the Wood
4000 South Clyde Morris Blvd.
Port Orange, FL 32129

SPECIAL USE FEES:

In addition to the lot rental amount the tenant agrees to pay the following fees and charges.

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.
2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.

5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.

6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.

7. Water Charge – \$_____ per month based on the home owner's individually metered usage.

8. Sewer Charge – \$_____ per month based on the home owner's individually metered water usage.

GOVERNMENT AND UTILITY CHARGES

The tenant will be responsible for payment of government and utility charges, defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

PASS-THROUGH CHARGES

The tenant will be responsible for payment of pass-through charges, which are the tenant's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the tenant on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

6. The Landlord may raise the lot rental amount annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advance notice to a tenant of any increase in lot rental amount. Certain utility charges, ad valorem property taxes, non-ad valorem assessments, and pass-through charges may be increased more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the Prospectus. The increased lot rental amount shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the Landlord in writing thirty (30) days prior to the expiration of the current term of tenant's intention to vacate the premises and not enter into a new term.

7. The following services, utilities and facilities are provided to the Lessee during the term of this lease:

- a. Street lighting.
- b. Storm water drainage.
- c. Mailboxes.
- d. Newsletter and social calendar.
- e. Planned and supervised social functions.
- f. Recreational services including swimming pools, shuffleboard and recreational areas.

- g. Fitness and billiard room.
- h. Lawn maintenance as follows:
 - (1) Mowed as needed.
 - (2) Fertilized twice a year.
 - (3) Chinch bug control.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict a mobile home owner, mobile home tenant, mobile home occupant, or the mobile home itself for any of the grounds set forth in section 723.061, Florida Statutes.

11. If the Tenant shall fail to pay the lot rental amount specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

12. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

13. This Rental Agreement shall not be binding upon or inure to the benefit of Landlord and Tenant's heirs., personal representatives, successors and assigns.

14. A purchaser of Tenant's mobile home who intends to apply for residency in the park must qualify with the requirements for entry into the park under the Park Rules and Regulations, which must be approved in writing by the Landlord.

15. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

16. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

17. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

18. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

19. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

By: _____

TENANT

TENANT

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

EXHIBIT "D"

USER FEE AGREEMENT

There are currently no user fees charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

September 30, 1986

REVISION DATE (if applicable)

August 26, 2019

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001240-PA

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES



STAFF REPORT

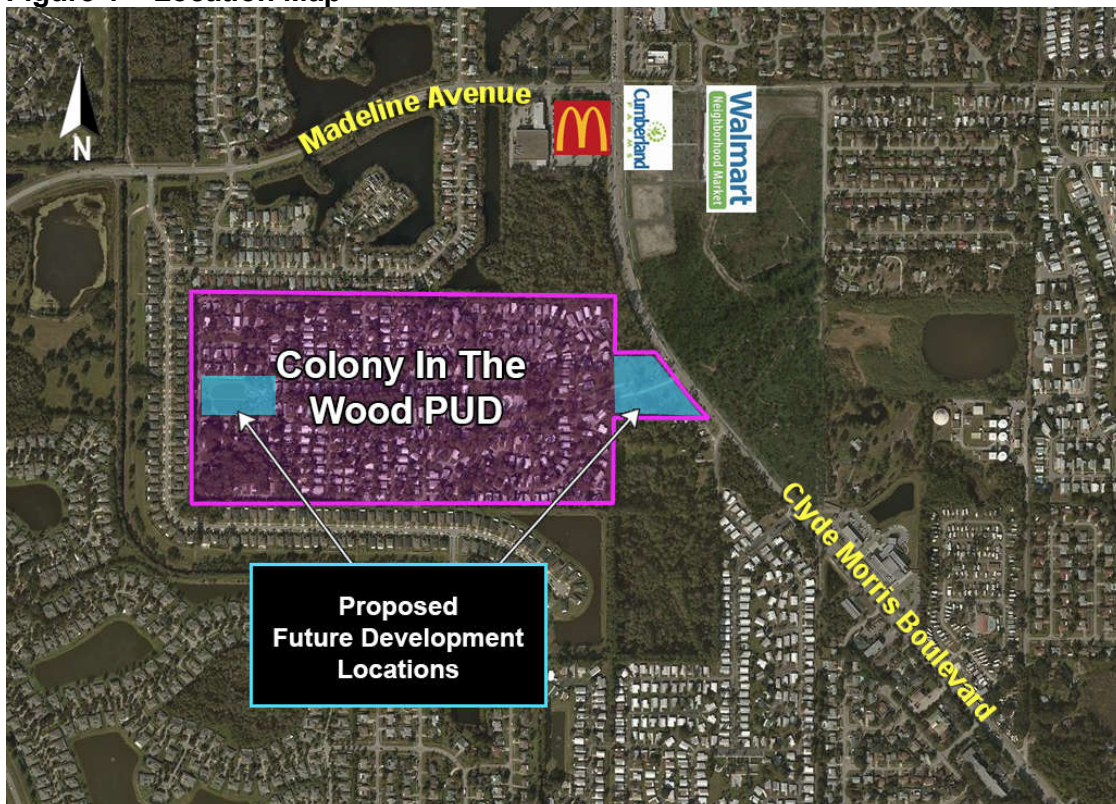
Colony in the Wood PUD/Amended and Restated Master Development Agreement and Conceptual Development Plan
CASE NO. 19-40000003

REQUEST:	Amend and Restate the Colony in the Wood Master Development Agreement and Conceptual Development Plan
APPLICANT:	Atwell, LLC, c/o Dan Gibbs, P.E.
OWNER:	Shaddix Communities Ltd.
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 22, 2019)
CITY COUNCIL:	September 17, 2019

INTRODUCTION

Atwell, LLC, applicant and agent on behalf of the property owner, requests approval to Amend and Restate the Colony in the Wood Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. If the Amended and Restated MDA and CDP is approved, the applicant plans to submit a site plan to add up to a maximum of 19 mobile homes to the property and construct necessary site improvements.

Figure 1 – Location Map



BACKGROUND

The subject property is currently developed as a mobile home park with 385 mobile home sites. In 2010, the ±83-acre mobile home park property was annexed into Port Orange and rezoned to Planned Unit Development (PUD). At that time, the former property owner was contemplating redevelopment of the front portion of the property adjacent to Clyde Morris Boulevard with mixed-uses (office, commercial, and multi-family). In 2010, the Future Land Use (FLU) designation for 24.7 acres of the subject property adjacent to Clyde Morris Boulevard was changed to *Office/Residential Transition*, a mixed-use category that allows office, commercial and multi-family uses. In 2017, the property was sold, and the current property owner decided to expand the mobile home park and not develop the front part of the property as a mixed-use development. In the summer of 2018, a FLU map amendment (Ordinance No. 2018-29) was approved to change the ±24.7-acre area to *Urban Medium Density Residential* (4-8 units/acre) in anticipation of this proposed PUD amendment to allow the expansion of the mobile home park.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Amendment and Restatement of the MDA and CDP are consistent with the land use and density allowed by the *Urban Medium Density Residential* Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 404 dwelling units or 4.9 dwelling units/acre and is consistent with the density allowed by the *Urban Medium Density Residential* FLU designation (4 to 8 units/acre). The current FLU and zoning designation of the subject property and the adjacent properties are identified on Exhibit 1. The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home to the south, and commercial to the north.

DEVELOPMENT PROPOSAL

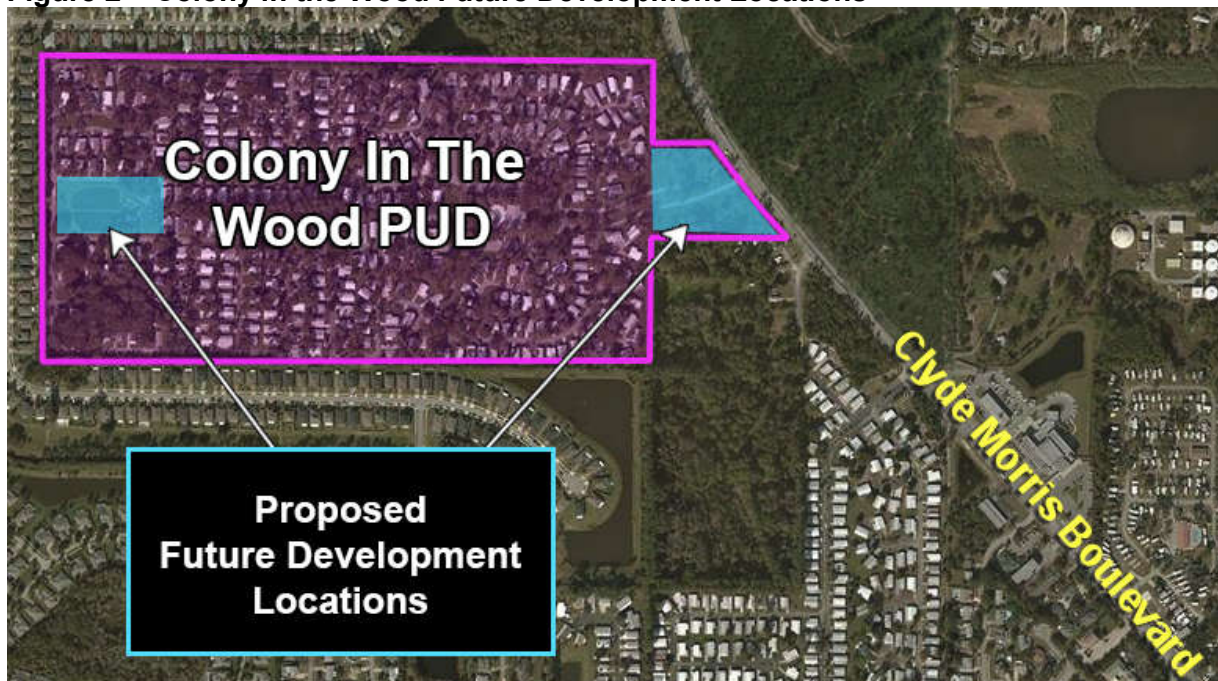
If approved, the Amended and Restated Colony in the Wood MDA and the CDP will provide the regulatory framework for a mobile home park with a maximum of 404 mobile home units and remove office, commercial, and multi-family uses as permitted uses on the front portion of the property (Exhibit 2). The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas. There are no deviations from the development regulations in the LDC as part of the proposed MDA. The applicant chose to restate the MDA to increase the cap for manufactured homes to from 385 to 404 and create one development agreement to guide future development of the site.

The proposed Amended and Restated Colony in the Wood MDA and the CDP was reviewed by the Staff Development Review Committee (SDRC) for compliance with the Land Development Code, Florida Building Code, and other required State and Federal Codes. In addition, as part of any future site development, a site plan will be required to be submitted for the SDRC to review, and verify LDC and MDA requirements for architecture, landscaping buffers, building separation distance, parking lot and access drives, tree preservation, and infrastructure (water, sewer, drainage, sidewalks, etc.) are met to ensure compatibility with adjoining properties and confirm concurrency requirements for adequate public facilities.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the existing development, the general area where new manufactured units can be added, existing and proposed open space, and the existing and proposed private road network (Exhibit B of the MDA). Access to the development will be provided through the existing entrance off Clyde Morris Boulevard (see Figure 2 on Page 3).

Figure 2 – Colony in the Wood Future Development Locations

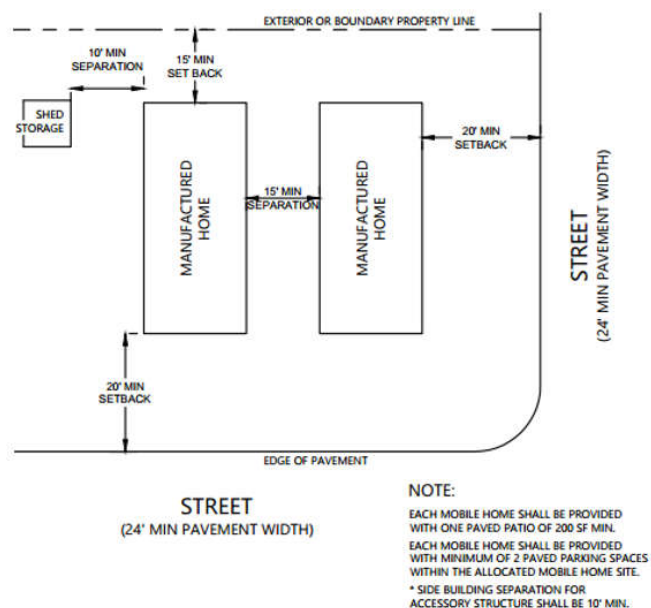


Separation Requirements

Any manufactured homes installed within the future development areas of the Colony in the Wood mobile home park will comply with the following minimum dimensional and separation requirements. The proposed separation requirements are consistent with the LDC requirements in the City's Residential Mobile Home (RMH) zoning district:

- Maximum building height: 15 ft
- Setback from Any Property Lot Line: 15 ft.
- Setback from Edge of Road: 20 ft.
- Manufactured Home/Building Separation: 15 ft.
- Side Separation from Storage Building: 10 ft.

Figure 3 – Typical manufactured Home Setbacks



The dimensional and separation requirements for the existing 385 manufactured home sites that were developed when the subject property was in unincorporated Volusia County are based on the National Fire Protection Association (NFPA) standards. These separation requirements were approved and accepted by the City in 2010 when the subject property was annexed into the City and rezoned to the Colony in the Wood PUD. The NFPA separation distance standards are as follows:

- Side to side: 10 ft.
- End to side: 8 ft.
- End to end: 6 ft.

Transportation

Based on the ITE Trip Generation Manual, 10th Edition, the proposed maximum of 19 additional mobile home units could generate 12 P.M. peak hour trips, and 95 daily trips. According to the latest traffic counts for Clyde Morris Boulevard, there is sufficient capacity for traffic estimated to be generated by the additional 19 mobile home units (Table 1). As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

Table 1. Roadway Capacity for Clyde Morris Boulevard

Roadway Segment	Maximum Capacity Vehicles per day	2018 Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Clyde Morris Blvd. (Madeline Ave. to Willow Run Blvd.)	37,970	24,390	13,580	0.64
Clyde Morris Blvd. (Willow Run Blvd. to Dunlawton Ave.)	37,970	21,070	16,900	0.55

Source: Volusia County Traffic Engineering, 2018

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Tree Preservation and Landscaping

The proposed site will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and a 20-foot landscape buffer along Clyde Morris Boulevard. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the MDA and LDC.

Potable Water and Sanitary Sewer

The site is currently served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code (LDC) and MDA for improvements related to potable water and sanitary sewer. Irrigation is provided by a private well and/or the on-site stormwater ponds and will comply with the requirements of the LDC.

Stormwater Management

The stormwater drainage infrastructure for this site will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code, the applicant will be

required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

SMART GROWTH SUMMARY

The proposed Amended and Restated Colony in the Wood MDA and CDP is for an existing infill development within an existing built area (see Figure 1) that is already served by public infrastructure (water, sewer, roads, parks, schools, etc.). The PUD also provides an affordable, age-restricted housing choice, centrally located with access to services and shopping through multiple transportation modes (VOTRAN, walking, biking, and motor vehicle).

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 17, 2019. As of August 28, 2019, staff received four (4) phone calls requesting general information regarding what is proposed with the amendment.

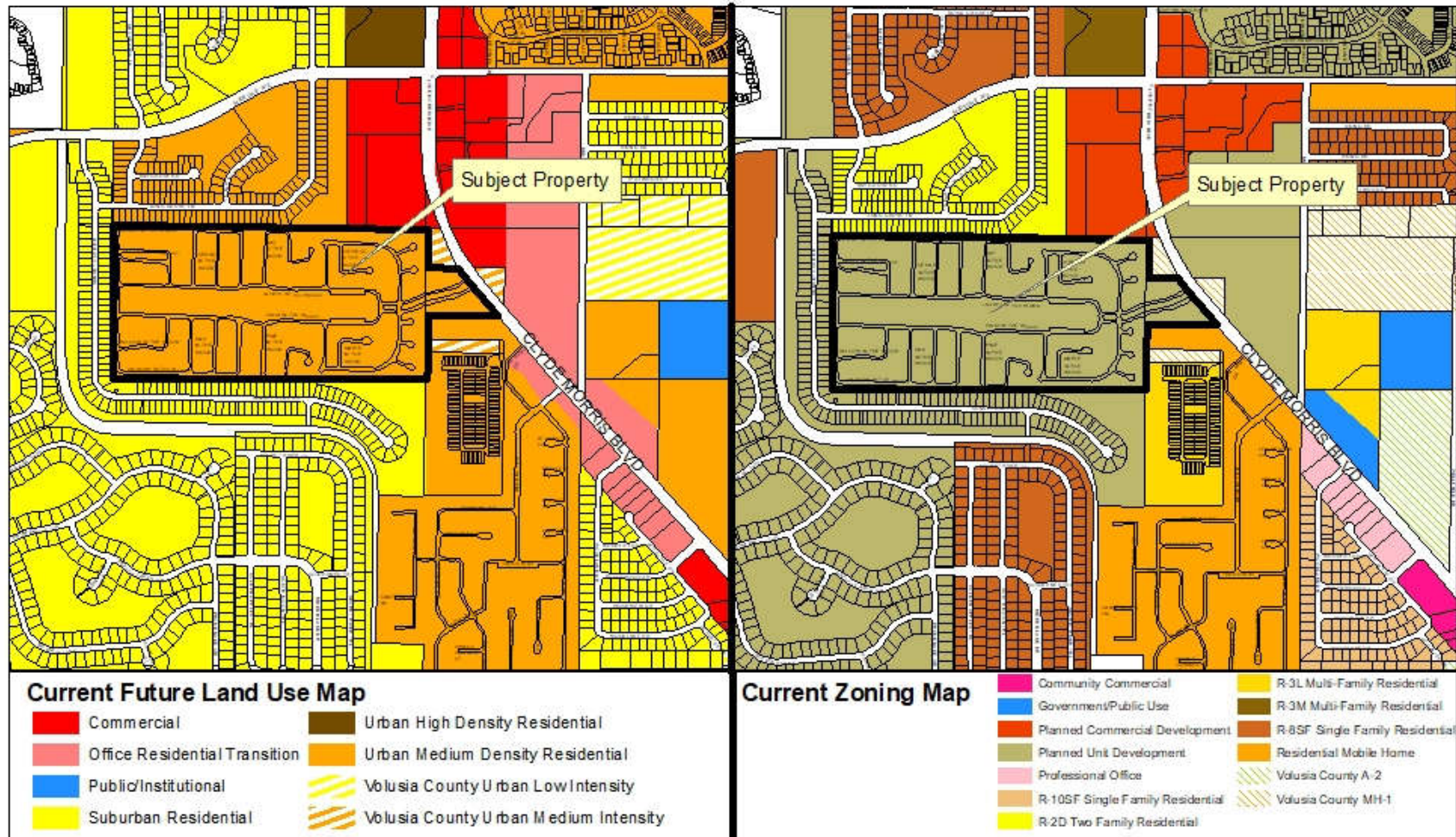
STAFF RECOMMENDATION

Staff recommends approval of the Amended and Restated Colony in the Wood Master Development Agreement and Conceptual Development Plan.

ATTACHMENTS

- Exhibit 1 – Future Land Use and Zoning Maps
- Exhibit 2 – Amended and Restated Colony in the Wood PUD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)

EXHIBIT 1



CASE NO. 19-40000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H21) First Reading - Ordinance 2019-33 - Small-Scale Future Land Use Map Amendment/1793 Taylor Road (Case No. 19-20000004)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-33, to change the FLU for ± 1.68 acres from Public/Institutional to *Rural Transition* (0-2 units/acre).

SUMMARY: Planning Commission Action (08/22/19): Recommended Approval

The applicant requests approval to change the Future Land Use (FLU) designation of approximately 1.68 acres from Public/Institutional to Rural Transition (0-2 units/acre). The subject property is located about 2,300 ft. from the east side of Taylor Road, south of Gamble Place, north of Spruce Creek, and is currently developed with a single-family home. The proposed FLU amendment is consistent with the City's Comprehensive Plan, the existing use of the property, the proposed zoning, and adjacent parcels, and reduces the overall intensity of development allowed on the property. All public facilities have adequate capacity to accommodate the proposed amendment.

The subject property is one of the four parcels that made up the ± 53 -acre Cracker Creek Planned Unit Development (PUD). The Cracker Creek PUD expired in 2018 due to a lack of development, so the parcels that made up the PUD are zoned PUD, but no longer have an MDA to provide the framework to develop the parcels or to establish permitted uses on the parcels. The Cracker Creek PUD Master Development Agreement (MDA) that was approved in 2008 required the construction of the proposed development in the MDA to start within two years from the date of execution (February 2010) and to be completed in ten years from the date of execution (February 2018). The PUD was amended in 2016 to allow development of an Assisted Living Facility on the parcel fronting Taylor Road (First Amendment); however, a site plan was not submitted for this use and the First Amendment expired in December of 2018.

The applicant is requesting to change the FLU designation for the subject property to support the rezoning of the subject property to a conventional zoning category that is compatible with the existing use of the subject property (see Case No. 19-60000005). The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2019-33	ord no 2019-33.pdf
2.	Exhibit A to Ordinance No. 2019-33	Exhibit A to Ordinance No. 2019-33.pdf
3.	Staff Report	CC_Staff Report_1793 Taylor Rd_Small-Scale FLUA.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2019
Approved - 8/27/2019
Approved - 9/6/2019
Approved - 9/6/2019
Final Approval - 9/9/2019

ORDINANCE NO. 2019-33

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
+1.68 ACRES FROM PUBLIC/INSTITUTIONAL TO RURAL
TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR
CONFLICTING ORDINANCES, SEVERABILITY AND AN
EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-1, 2019-20, 2019-23, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Public/Institutional to Rural Transition (0-2 units/acre) as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

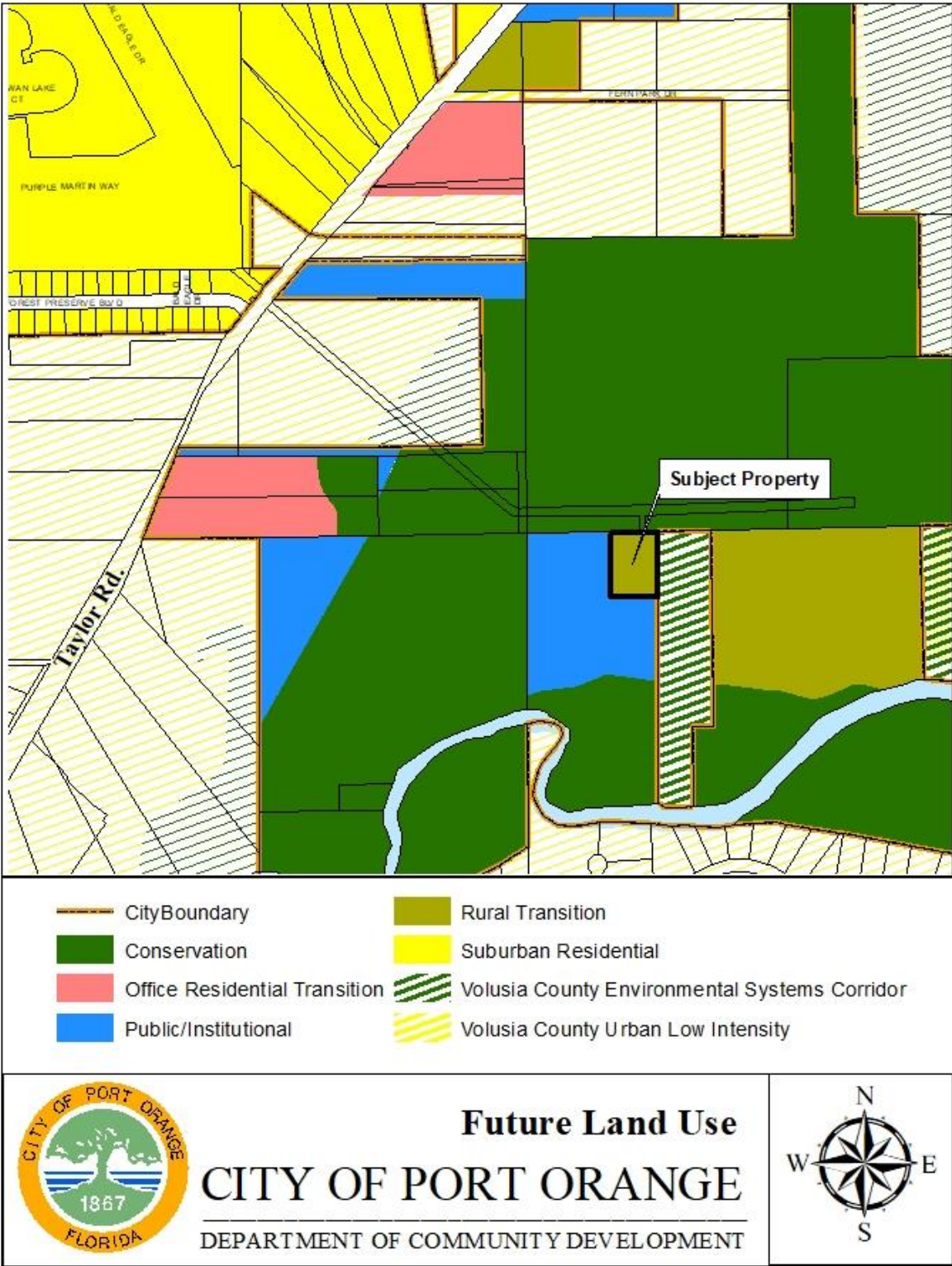
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"





STAFF REPORT

Small-Scale Future Land Use Map Amendment/
1793 Taylor Road
CASE NO. 19-20000004

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 1.68 acres from <i>Public/Institutional</i> to <i>Rural Transition</i> (0-2 units/acre).
LOCATION:	1793 Taylor Road
OWNER:	Jill M. Williams
APPLICANT:	Glenn D. Storch
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 22, 2019)
CITY COUNCIL:	September 17, 2019

INTRODUCTION

Glenn D. Storch, applicant on behalf of the owner, Jill M. Williams, requests approval to change the Future Land Use (FLU) designation of approximately 1.68 acres from *Public/Institutional* to *Rural Transition* (0-2 units/acre). The subject property is located about 2,300 feet from the east side of Taylor Road, south and east of Gamble Place and north of the Spruce Creek (see Figure 1 – Location Map).

Figure 1. Location Map



The subject property is one of the four parcels that made up the ±53-acre Cracker Creek Planned Unit Development (PUD). The Cracker Creek PUD Master Development Agreement (MDA) that was approved in 2008 required the construction of the proposed development in the MDA to start within two years from the date of execution (February 2010) and to be completed in ten years from the date of execution (February 2018). The PUD was amended in 2016 to allow development of an Assisted Living Facility on the parcel fronting Taylor Road (First Amendment); however, a site plan was not submitted for this use and the First Amendment expired in December of 2018. Both the original MDA and the First Amendment are now expired due to lack of development activity, so the parcels that made up the Cracker Creek PUD are currently zoned PUD with no MDA to provide the framework for development of the parcels. The applicant is requesting to change the FLU designation for the subject property to support the rezoning of the property to a conventional zoning category that is compatible with the underlying Future Land Use (FLU) designation and existing use of the subject property (see Case No. 19-60000005).

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently developed with a single-family home and accessory structures (pool, patio, shed), which is proposed to be maintained. Access to the property is provide through an access easement that extends from Taylor Road. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current and proposed Future Land Use (FLU) designations are identified on Exhibit 1. The current and proposed zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Gamble Place	PO Conservation	VC "RC" (Resource Corridor)
South	Cracker Creek	PO Public/Institutional; PO Conservation	PO - Cracker Creek PUD (proposed PO Recreation & F-C)
East	Cracker Creek; Single-family	VC Environmental Systems Corridor	VC "RC" (Resource Corridor); (proposed PO Rural residential)
West	Cracker Creek; Gamble Place	PO Public/Institutional	PO - Cracker Creek PUD (proposed PO Recreation)

VC – Volusia County and PO – Port Orange

All future development plans (site plan or subdivision) submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±1.68 acres from *Public/Institutional* to *Rural Transition* (0-2 units/acre). The proposed FLU is consistent with the current use of the property and the proposed zoning for the property. According to the applicant, if the FLU amendment request is approved, the applicant intends to request the subject property be rezoned from Planned Unit Development (PUD) to Rural Residential (RR), which allows for one (1) dwelling unit per acre (see Case No. 19-60000005).

The proposed FLU designation is a low-density residential designation, compared to the current FLU designation which is a non-residential designation that allows uses that serve public needs, such as parks/recreation, utility operations, hospitals, churches, schools, institutions, etc. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Public/Institutional	1.68	0	-1.68
Rural Transition (0-2 units/acre)	0	1.68	+1.68
Total Acreage	1.68	1.68	0

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

FLU Categories	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq.ft.)	Net Change in FLU (theoretical max units/sq.ft.)
Public/Institutional (FAR* = 0.2)	14,636 sq.ft.	0	-14,636 sq.ft.
Rural Transition (0-2 units/acre)	0	3 units	+3 units

*The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current Future Land Use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE (PUBLIC/INSTITUTIONAL)	PROPOSED LAND USE (RURAL TRANSITION)	NET CHANGE
Residential Units	0	3	+3
Non-residential Buildable Sq. Ft.	14,636 sq.ft.	0	-14,636 sq.ft.
Population ¹	0	7	+7
P.M. Peak Hour Trips/Daily Trips ²	9/102	3/29	-6/-73
Sanitary Sewer (gallons/day) ³	1,464	480	-984
Potable Water (gallons/day) ⁴	1,464	540	-924
Solid Waste (lbs./day) ⁵	146	22	-124
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	n/a	0.05	+0.05

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trips/unit and 9.52 daily trips/ unit, Single-family (210); 0.61 PM Peak hour trips/1,000 sq.ft; and 6.95 daily trips/1,000 sq.ft, Hospital (610); ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation would decrease the theoretical maximum non-residential development and slightly increase the theoretical maximum residential units allowed. Overall, the amendment results in a net decrease in impacts to public infrastructure, except for schools and recreation/open space; however, all public infrastructure has available capacity for the proposed amendment.

TRANSPORTATION

There is a significant decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction is due to the non-residential uses not being allowed in the proposed FLU designation. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate a theoretical maximum of 3 P.M. peak hour trips, and 29 daily trips.

As with all development, any future redevelopment of the property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts. Based on staff's review, the existing transportation facilities are sufficient to support the existing use of the property that is proposed to be maintained.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 480 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 540 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2019. Actual average daily flow during the 2018 calendar year was 6.01 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use could generate 22 pounds of garbage per day. This is a net decrease between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of

development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.05-acres of parkland. According to the City's 2018 Concurrency Management Report, the City has an excess of 60 acres of parkland, so no additional parkland is needed.

SCHOOLS

The Volusia County School District determined that the proposed FLU amendment is exempt from School Concurrency and that capacity exists in the schools for the estimated students anticipated to be generated by the proposed amendment.

ENVIRONMENTAL CONDITIONS

The subject property is primarily categorized as sand pine habitat, with no wetlands or surface waters, or critical habitats within the subject property. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and reduces the overall intensity of development allowed on the property. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property has been developed as a single-family home since 1972 and is intended to remain in its current use. The single-family home is occupied by the owner/operator of the adjacent Cracker Creek outdoor venue, which allows the business owner to live in close proximity to their place of business.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not result in increased clearance time for evacuation above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area has been developed as a single-family home since 1972 and is intended to remain in its current use. The single-family home is occupied by the owner/operator of the adjacent Cracker Creek outdoor venue, which allows the business owner to live in close proximity to their place of business, reducing vehicular trips on the transportation roadway network.

PUBLIC NOTICE

On July 26, 2019, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of August 27, 2019, no calls have been received regarding the proposed FLU amendment.

STAFF RECOMMENDATION

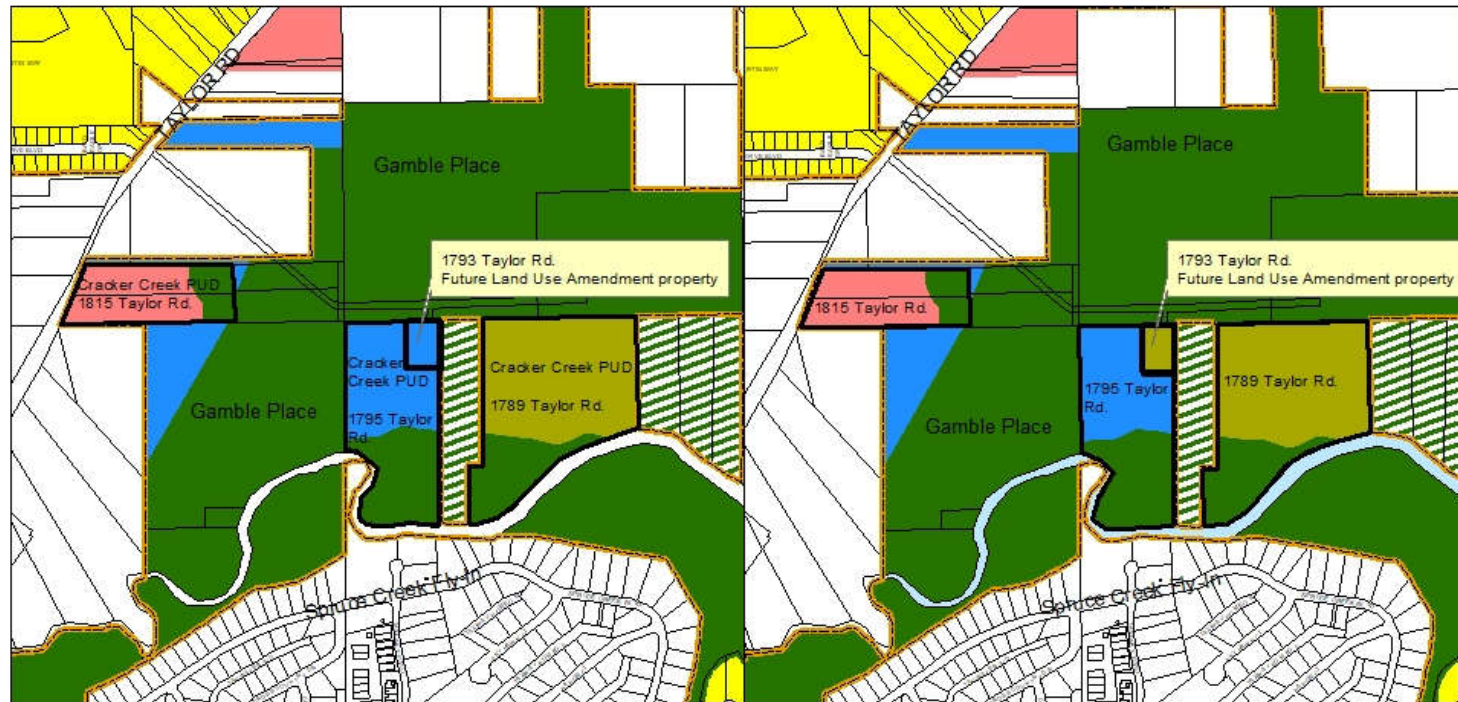
Staff recommends approval of the request to change the Future Land Use designation of approximately 1.68 acres of land from *Public/Institutional* to *Rural Transition* (0-2 units/acre), and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map

Exhibit 2 – Current and Proposed Zoning Map

EXHIBIT 1



CURRENT FUTURE LAND USE

PROPOSED FUTURE LAND USE

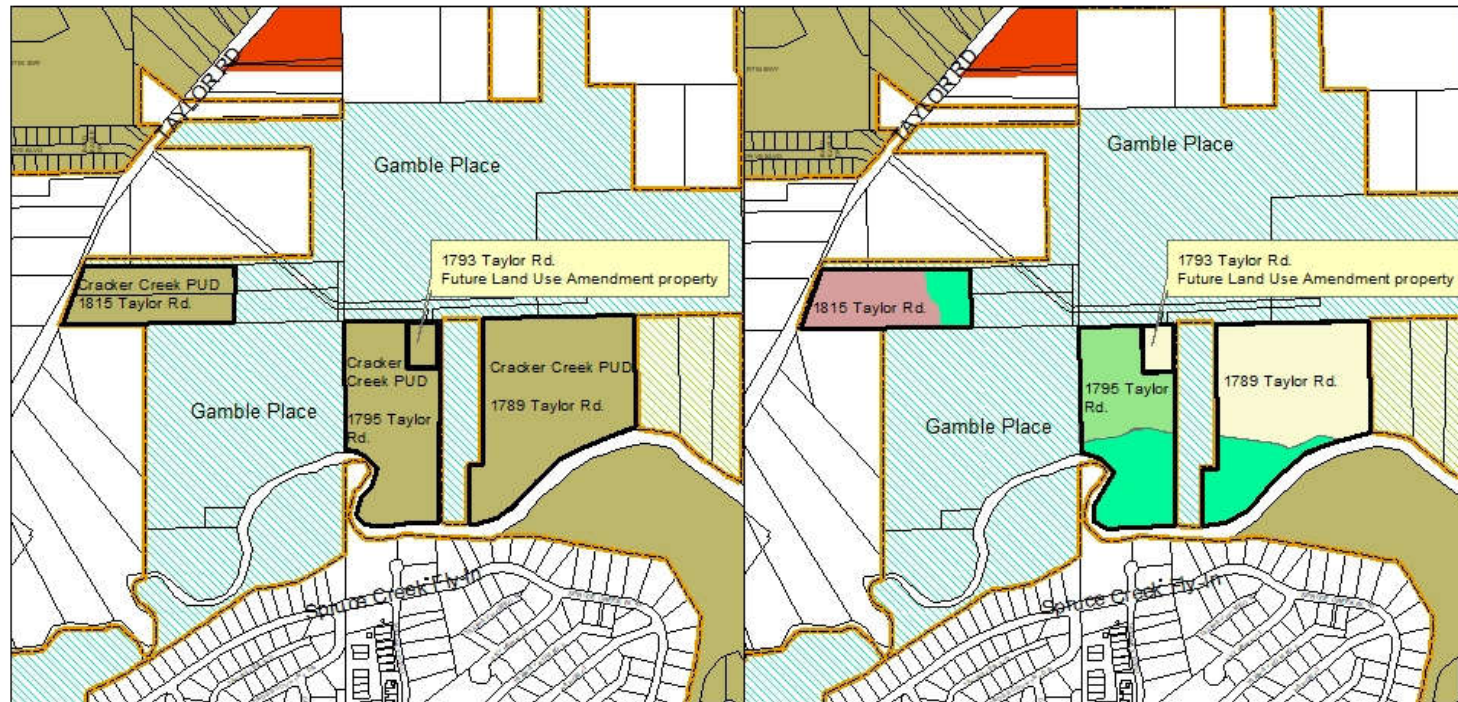
- | | |
|-------------------------------|---|
| City Boundary | Rural Transition |
| Conservation | Suburban Residential |
| Office Residential Transition | Volusia County Environmental Systems Corridor |
| Public/Institutional | |



DEPARTMENT OF COMMUNITY DEVELOPMENT

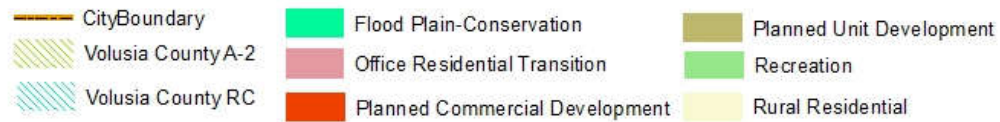


EXHIBIT 2



CURRENT ZONING

PROPOSED ZONING



DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (H22) First Reading - Ordinance 2019-34 - Conventional Rezoning/Cracker Creek (1815, 1789, 1793, and 1795 Taylor Road) Case No. 19-60000005

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-34, rezoning approximately 53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Rural Residential (RR), Recreation (REC) and Flood-Plain Conservation (F-C).

SUMMARY:

Planning Commission Action (08/22/19): Recommended Approval

The applicant requests to rezone $\pm$ 53 acres, consisting of four parcels, located on the east side of Taylor Road, north of Spruce Creek (see Figure 1) from Planned Unit Development (PUD) to the following City of Port Orange conventional zoning categories:

Parcel 1 (1789 Taylor Rd.): Rezone $\pm$ 24.53 acres from PUD to Rural Residential (RR) and Flood Plain-Conservation (F-C)

Parcel 2 (1793 Taylor Rd.): Rezone $\pm$ 1.68 acres from PUD to Rural Residential (RR)

Parcel 3 (1795 Taylor Rd.): Rezone $\pm$ 16.51 acres from PUD to Recreation (REC) and Flood Plain-Conservation (F-C)

Parcel 4 (1815 Taylor Rd.): Rezone $\pm$ 9.76 acres from PUD to Office/Residential Transition (ORT) and Flood Plain-Conservation (F-C)

The subject parcels were zoned Planned Unit Development (PUD) in 2008 along with the approval of the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The Cracker Creek MDA required the development of the parcels proposed in the MDA to be completed by February 2018. The development of the Cracker Creek PUD parcels was not completed and the Cracker Creek MDA that provided the development framework and permitted uses has expired.

The applicant is requesting to rezone the four parcels to conventional zoning categories that are consistent with the existing Future Land Use (FLU) designations and existing

uses on the subject parcels. If the subject parcels are rezoned to conventional zoning categories, the City's Land Development Code will provide permitted uses and dimensional requirements for the future development of each parcel. No development is proposed at this time for any of the parcels.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-34	Ord No 2019-34.pdf
2.	Exhibit 1 to Ord. No. 2019-34	Exhibit 1 to Ord. No. 2019-.pdf
3.	Exhibit 2 to Ord. No. 2019-34	Exhibit 2 to Ord. No. 2019-.pdf
4.	Staff Report	Staff Report.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 9/6/2019
Approved - 9/6/2019
Final Approval - 9/9/2019

ORDINANCE NO. 2019-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ± 24.53 ACRES LOCATED AT 1789 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING ± 1.68 ACRES LOCATED AT 1793 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR); REZONING ± 16.51 ACRES LOCATED AT 1795 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RECREATION (REC) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING ± 9.76 ACRES LOCATED AT 1815 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO OFFICE/RESIDENTIAL TRANSITION (ORT) AND FLOOD PLAIN-CONSERVATION (F-C); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ± 24.53 acres of the property located at 1789 Taylor Road to be rezoned from Planned Unit Development (PUD) to Rural Residential (RR) and Flood Plain-Conservation (F-C); and

WHEREAS, ± 1.68 acres of the property located at 1793 Taylor Road to be rezoned from Planned Unit Development (PUD) to Rural Residential (RR); and

WHEREAS, ± 16.51 acres of the property located at 1795 Taylor Road to be rezoned from Planned Unit Development (PUD) to Recreation (REC) and Flood Plain-Conservation (F-C); and

WHEREAS, ± 9.76 acres of the property located at 1815 Taylor Road to be rezoned from Planned Unit Development (PUD) to Office/Residential Transition (ORT) and Flood Plain-Conservation (F-C); and

WHEREAS, a public hearing was held following public notice as prescribed by

ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone ±24.53 acres of the property located at 1789 Taylor Road from Planned Unit Development (PUD) to Rural Residential (RR) and Flood Plain-Conservation (F-C), identified as Parcel “1” and more particularly described in **Exhibit “1”**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby rezone ±1.68 acres of the property located at 1793 Taylor Road to be rezoned from Planned Unit Development (PUD) to Rural Residential (RR), identified as Parcel “2” and more particularly described in **Exhibit “1”**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby rezone ±16.51 acres of the property located at 1795 Taylor Road to be rezoned from Planned Unit Development (PUD) to Recreation (REC) and Flood Plain-Conservation (F-C), identified as Parcel “3” and more particularly described in **Exhibit “1”**, attached hereto.

Section 4. The City Council of the City of Port Orange does hereby rezone ±9.76 acres of the property located at 1815 Taylor Road to be rezoned from Planned Unit Development (PUD) to Office/Residential Transition (ORT) and Flood Plain-Conservation

(F-C), identified as Parcel “4” and more particularly described in **Exhibit “1”**, attached hereto.

Section 5. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the areas as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

Parcel 1. 1789 Taylor Road:

All that Tract of Land in Volusia County, Florida, being more particularly described as that portion of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, lying North of Spruce Creek. LESS AND EXCEPT: The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 30;

LESS AND EXCEPT:

The East 683.71 feet of said NW 1/4 of Section 30; as measured along the North line of said Section 30;

AND LESS AND EXCEPT:

That parcel described in Official Records Book 4201, Page 1170, Public Records of Volusia County, Florida described as follows:

That portion of Section 30, Township 16 South, Range 33 East, lying Westerly of a line which is parallel to and 660 feet East of the Westerly line of said Section 30, and Southerly of a line which is parallel to and 1320 feet South of the North Line of Section 30, and bounded on the South by Spruce Creek.

AND LESS EXCEPT that parcel recorded in Official Records Book 4916, Page 1309, Public Records of Volusia County, Florida, described as follows:

The North 1000 feet of the West 100 Feet of the following described property:

A portion of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, lying North of Spruce Creek, Volusia County, Florida, being more particularly described as follows:

Begin at a round cement monument marking the North 1/4 corner of Section 30, Township 16, South, Range 33 East, thence along the East line of the Northwest 1/4 of said Section 30, and line being the Western Boundary of "Summer Trees South Phase III" Subdivision as recorded in Plat Book 46, Page 118, Public Records of Volusia County, Florida; South 00°12'48" East 1183.41 feet, more or less to the Northerly shore Line of SPRUCE CREEK; Thence Westerly along the said Northerly Shore Line, 21.26 feet more or less to the Easterly line of the westerly 825.00 feet of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East as described in Official Records Book 3633, Page 1673, Public Records of Volusia County, Florida; Thence along said line North 00°31'54" West, a distance of 1442.23 feet, more or less to the North line of said Section 30, thence along said North line North 89°39'19" East, a distance of 1814.61 feet to the Point of Beginning.

AND LESS AND EXCEPT that parcel recorded in Official Records Book 3633, Page 1683, Public Records of Volusia County, Florida, being more particularly described as follows:

The Easterly 165 feet of the Westerly 825 feet of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, Volusia County, Florida, lying Northerly of Spruce Creek, except the Northerly 593 feet thereof.

BUT TOGETHER WITH and including non-exclusive rights in the easement reserved in the deed recorded in Official Records Book 4916, Page 1309, Public Records of Volusia County, Florida and in such other access and utility easements as may benefit the above described property.

Parcel 2. 1793 Taylor Road:

The North 311 feet of the East 230.35 feet of the North 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East of Volusia County, Florida, EXCEPT the North 10 feet in the Road Right of Way.

Parcel 3. 1795 Taylor Road:

That portion of Section 30, Township 16 South, Range 33 East, lying Westerly of a line which is parallel to and 660 feet of the Westerly line of said Section 30, and Southerly of a line which is parallel to an 1320 feet South of the North line of said Section 30, and bounded on the South by Spruce Creek.

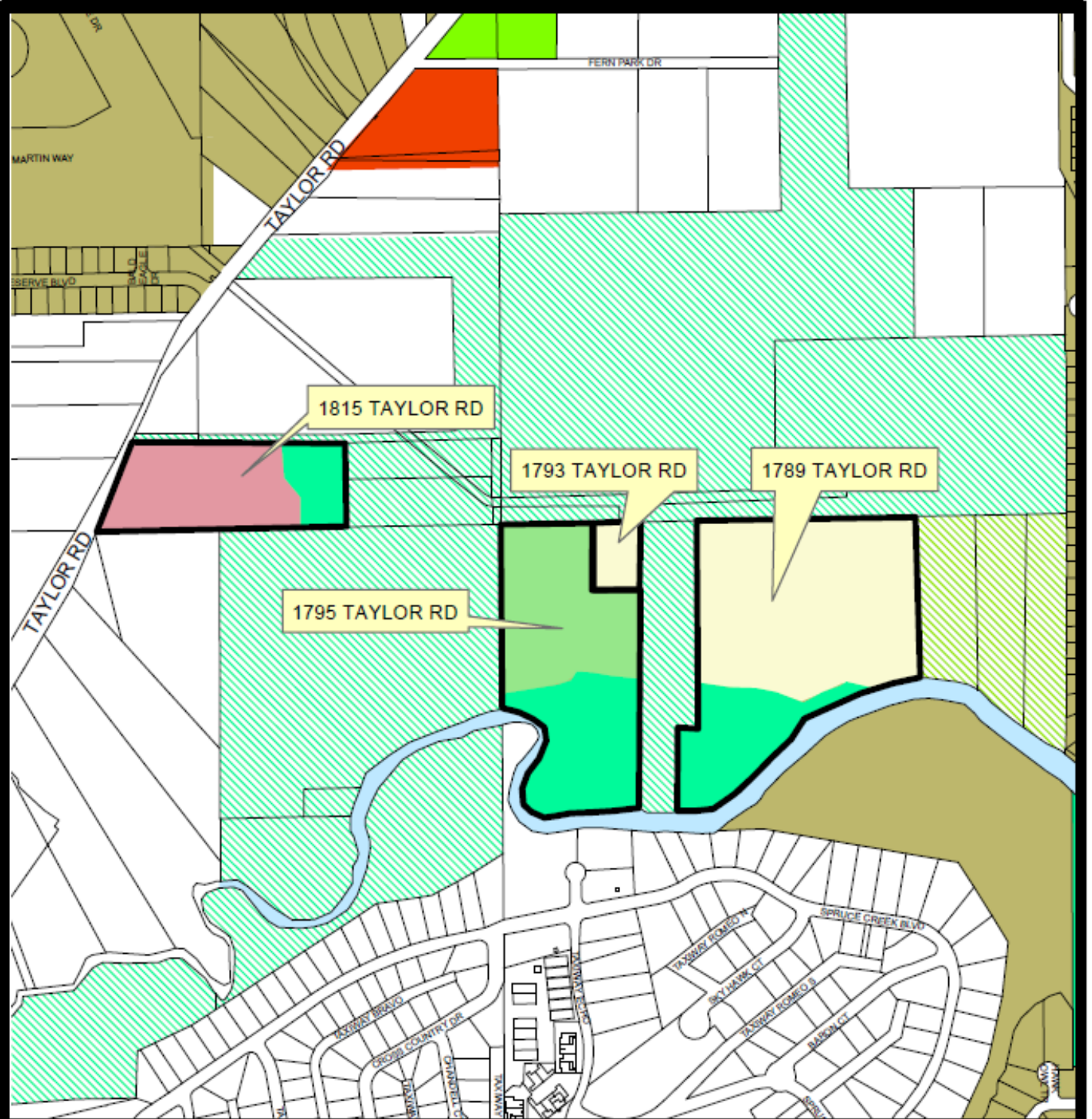
TOGETHER WITH the West 1/2 of the NW 1/4 of the NW 1/4, Section 30, Township 16 South, Range 33 East, except right of way easement to Florida Gas Transmission Company 30 feet in width traversing the above described property, except the north 10 feet thereof.

LESS AND EXCEPT the North 230 feet of the east 210 feet of the North 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, except the North 10 feet in road right-of-way.

Parcel 4. 1815 Taylor Road:

Lot 7 and Lot 8, Resubdivision of LIVINGSTON HOMESTEAD SPRUCE CREEK DISTRICT, in the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as per map in Map Book 10, Page 240 of the Public Records of Volusia County, Florida.

EXHIBIT 2



ZONING

- | | |
|--------------------------------|--------------------------|
| Agriculture | Planned Unit Development |
| Flood Plain-Conservation | Rural Residential |
| Office Residential Transition | Volusia County A-2 |
| Planned Commercial Development | Volusia County RC |
| Recreation | Water Feature |

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

**REZONING/CRACKER CREEK (1789, 1793,
1795 and 1815 TAYLOR ROAD)
CASE NO. 19-60000005**

REQUEST:	Rezone ± 53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Rural Residential (RR), Recreation (REC) and Flood-Plain Conservation (F-C)
LOCATION:	1789, 1793, 1795, and 1815 Taylor Road (Figure 1 – Location Map)
OWNERS:	Robert L. and Jill M. Williams
APPLICANT:	Glenn D. Storch
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 22, 2019)
CITY COUNCIL:	September 17, 2019

PROPERTY OVERVIEW

Glenn D. Storch, applicant on behalf of the property owners, Robert and Jill Williams, requests to rezone ± 53 acres, consisting of four parcels, located on the east side of Taylor Road, north of Spruce Creek (see Figure 1) from Planned Unit Development (PUD) to the following City of Port Orange conventional zoning categories:

1. Parcel 1(1789 Taylor Rd.): Rezone±24.53 acres to Rural Residential (RR) and Flood Plain-Conservation (F-C)
2. Parcel 2 (1793 Taylor Rd.): Rezone ±1.68 acres to Rural Residential (RR)
3. Parcel 3 (1795 Taylor Rd.): Rezone ±16.51 acres to Recreation (REC) and Flood Plain-Conservation (F-C)
4. Parcel 4 (1815 Taylor Rd.): Rezone ±9.76 acres to Office/Residential Transition (ORT) and Flood Plain-Conservation (F-C)

The subject parcels were zoned Planned Unit Development (PUD) in 2008 along with the approval of the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The Cracker Creek MDA was amended in 2016 (First Amendment). The Cracker Creek PUD Master Development Agreement (MDA) that was approved in 2008 required the construction of the development proposed in the MDA to start construction within two years from the date of execution (February 2010) and to be completed in ten years from the date of execution (February 2018). The PUD was amended in 2016 to allow development of an Assisted Living Facility on the parcel fronting Taylor Road (First Amendment); however, a site plan was not submitted for this use and the First Amendment expired in December of 2018 due to lack of activity. Because the MDA expired, the Cracker Creek PUD property is zoned PUD with no framework or development requirements for development of the four

parcels. The applicant is requesting to rezone the parcels to conventional zoning categories that are compatible with the underlying Future Land Use (FLU) designations and existing uses on the subject properties. If the subject properties are rezoned to conventional zoning categories, the City's Land Development Code will provide permitted uses and dimensional requirements for each parcel.

FIGURE 1. LOCATION MAP



DISCUSSION

The following outlines the request for rezoning of each parcel. If the rezoning is approved, the properties will be subject to the permitted uses of each zoning category and the dimensional requirements listed in Chapter 17, Section 27 of the City's Land Development Code.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

The subject property currently has FLU designations of *Office/Residential Transition*, *Public/Institutional*, *Rural Transition (0-2 units per acre)* and *Conservation* (see Exhibit 1). The proposed zoning categories are consistent with the existing and proposed FLU designations.

Parcel 1. 1789 Taylor Road

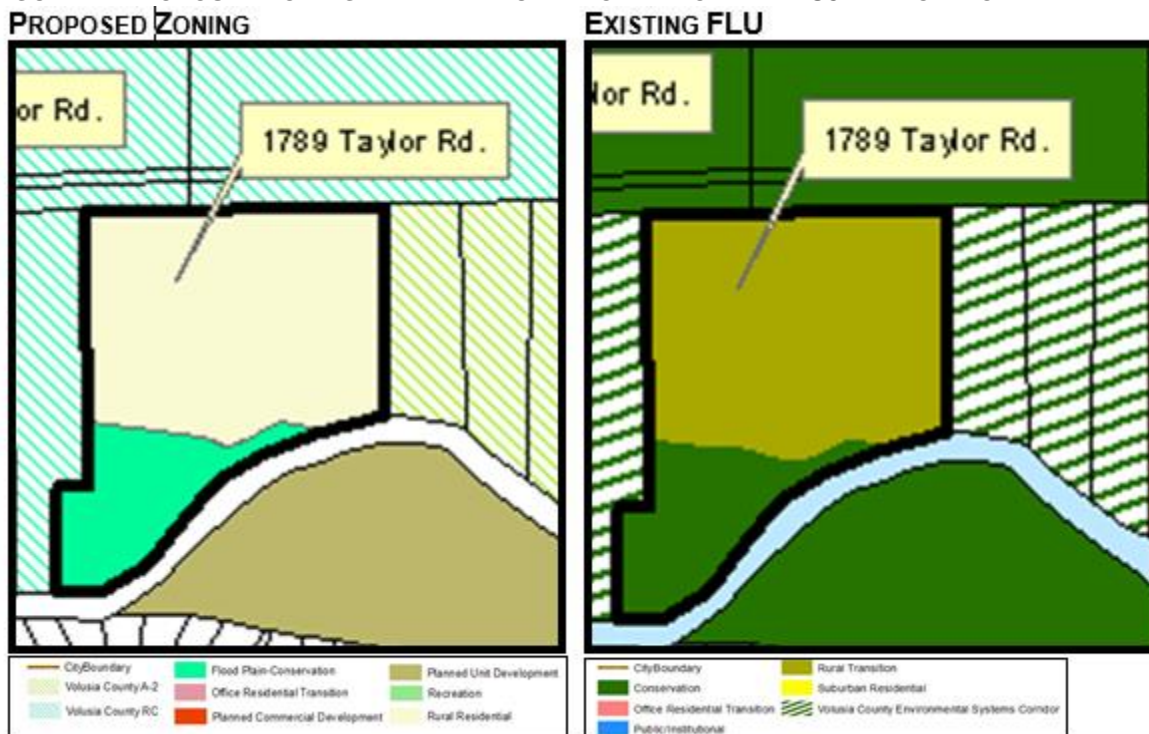
The ±24.53-acre parcel is currently improved with one single-family residence. The parcel has split FLU designations with ±18.55 acres being designated *Rural Transition (0-2 units per acre)* and ±5.98 acres being designated *Conservation*. The proposed Rural Residential (RR) and Flood plain-conservation (F-C) designations are consistent with the current FLU designations on the parcel.

The Rural Residential (RR) zoning category is compatible with the *Rural Transition (0-2 units per acre)* FLU designation as it allows for development of single-family residences

at a density of one (1) unit per acre. The residential land use pattern in this area is transitional from larger lots located in the unincorporated County to suburban residential subdivisions within the City limits.

The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek Environmental Corridor. The proposed F-C zoning will restrict development and ensure the continued protection of the Spruce Creek Environmental Corridor.

FIGURE 2. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 1. 1789 TAYLOR ROAD



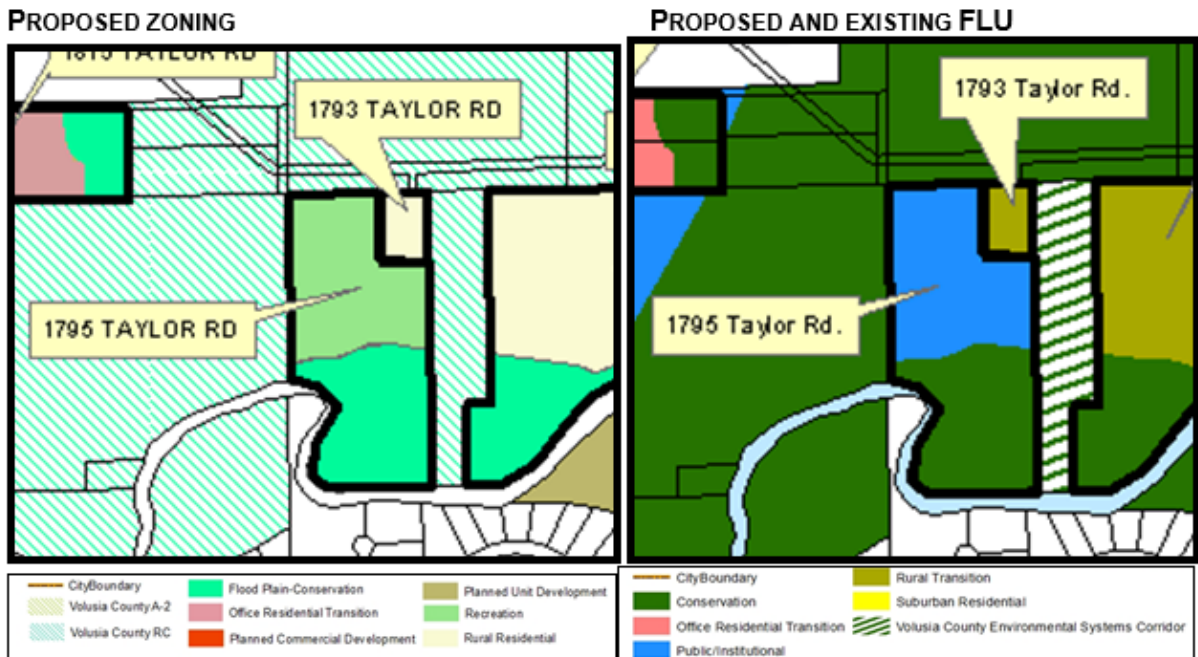
Parcel 2. 1793 Taylor Road

The ±1.68-acre parcel is currently improved with a single-family residence constructed in 1972. A FLU amendment is being processed concurrently with this rezoning application to change the FLU of this parcel from *Public/Institutional* to *Rural Transition* (0-2 units per acre). If the FLU amendment is approved, the proposed Rural Residential (RR) zoning category is consistent with the proposed *Rural Transition* (0-2 units per acre) FLU designation. The RR zoning category allows for single-family residential dwellings with a minimum lot size of one (1) acre.

The Rural Residential (RR) zoning category is compatible with the *Rural Transition* (0-2 units per acre) FLU designation as it allows for development of single-family residences at a density of one (1) unit per acre. The residential land use pattern in this area is transitional from larger lots located in the unincorporated County to suburban residential

subdivisions within the City limits. Rezoning this parcel to RR is consistent with proposed FLU designation for the parcel.

FIGURE 3. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 2. 1793 TAYLOR ROAD AND PARCEL 3. 1795 TAYLOR ROAD



Parcel 3. 1795 Taylor Road

Parcel 3 is ±16.51 acres and is occupied by the Cracker Creek outdoor venue that provides outdoor recreation activities. The parcel has split FLU designations with ±9.16 acres being designated *Public/Institutional* and ±7.35 acres being designated *Conservation*. The proposed Recreation (REC) and Flood Plain-Conservation (F-C) zoning designations are consistent with the current FLU designation on the parcel.

The proposed REC zoning district provides areas for outdoor recreational uses including boat ramps/launches, outdoor facilities for civic and public functions, and public and private outdoor recreation facilities. The existing Cracker Creek business was permitted under the Cracker Creek MDA and would be a permitted use in the REC zoning category and able to continue current operations.

The Recreation (REC) zoning category is compatible with the *Public/Institutional* FLU designation as it provides opportunity for privately owned land to serve public recreational needs. The Cracker Creek property works in conjunction with the historic Gamble Place to provide educational, ecological, and passive recreation activities. The REC zoning district fulfills the main goal of the Recreation Element in the Comprehensive Plan by ensuring the provision of adequate recreation areas and open space to satisfy the needs of all Port Orange citizens.

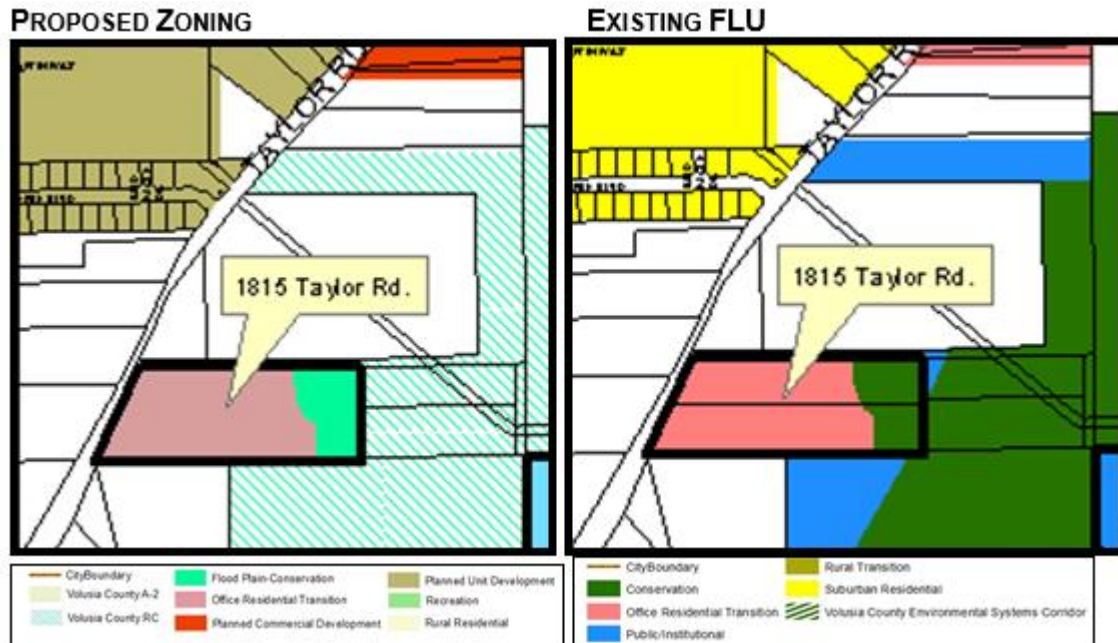
The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek

Environmental Corridor. The proposed F-C zoning will restrict development and ensure the continued protection of the Spruce Creek Environmental Corridor.

Parcel 4. 1815 Taylor Road

Parcel 4 is ± 9.76 acres and is currently wooded and vacant. The parcel has split FLU designations with ± 7.55 acres being designated *Office/Residential Transition* and ± 2.21 acres being designated *Conservation*. The proposed Office Residential Transition (ORT) and F-C zoning designations are consistent with the current FLU designation on the parcel.

FIGURE 4. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 4. 1815 TAYLOR ROAD



The Office/Residential Transition (ORT) zoning district provides for a mix of uses along arterial roadways to provide a transition from more intense uses at intersection nodes and provide a buffer between residential areas and commercial nodes. The ORT zoning accommodates a mix of medium-intensity uses, such as general offices, medical and professional uses, retail sales, personal services, multifamily, adult care/retirement facilities, and institutional uses within the following distribution ranges: residential 0-25%, office/institutional 75-100%, and commercial 0-25%. This zoning district is appropriate along arterial roads (such as Taylor Road) and major collector roads, adjacent to commercial nodes, light industrial/heavy commercial areas, and residential areas.

The ORT zoning category is compatible with the current *Office/Residential Transition* FLU designation as it is intended to provide a buffer between areas of high and low intensity use, especially between commercial nodes, and is intended to provide for a mix of uses along arterial roadways. The property is located on Taylor Road with lower intensity non-residential uses such as houses of worship, child care centers, and the Cracker Creek and Gamble Place properties.

The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek Environmental Corridor. The proposed F-C zoning restricts development and will ensure the continued protection of the Spruce Creek Environmental Corridor.

Consistency with Comprehensive Plan

The subject parcels currently have FLU designations of *Office/Residential Transition*, *Public/Institutional*, *Rural Transition (0-2 units per acre)* and *Conservation* (see Exhibit 1). The proposed zoning categories for these four parcels are consistent with the existing and proposed FLU designations.

Compatibility with Surrounding Uses and Zoning

The subject property is primarily surrounded by properties owned by the Museum of Arts and Sciences, Spruce Creek, and low-density residential parcels (Table 1). The proposed zoning districts are consistent with the surrounding properties that are zoned for passive and active recreation, conservation, and low-density residential. Additionally, the proposed zoning districts are consistent with the permitted uses in the Cracker Creek MDA and First Amendment. The current adopted and proposed FLU designations for the subject property and the adjacent properties is identified on Exhibit 1. The current and proposed zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

TABLE 1. SURROUNDING LAND USES AND ZONING

Direction	Existing Land Use	FLU Designation	Zoning District
North	Low intensity residential	PO Conservation	VC A-2 (Rural Agriculture), VC RC (Resource Corridor)
South	Spruce Creek and single-family residential (Spruce Creek Fly-In)	VC Environmental Systems Corridor and VC Urban Low Intensity	VC A-2 (Rural Agriculture), VC PUD (Spruce Creek Fly-In Planned Unit Development)
West	Low density residential and Taylor Road right-of-way	VC Urban Low Intensity and VC Environmental Systems Corridor	VC A-2 (Rural Agriculture), VC RC (Resource Corridor)
East	Low density residential	VC Environmental Systems Corridor and VC Rural	VC RA (Rural Agriculture), VC RC (Resource Corridor)

VC - Volusia County and PO – Port Orange

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review, to verify all LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to insure compatibility with adjoining properties and that adequate public facilities and services are available.

SMART GROWTH SUMMARY

The proposed rezoning promotes development of parcels that have access to public infrastructure, promotes outdoor recreational activities, and protects the Spruce Creek Corridor from development within its corridor boundary.

PUBLIC NOTICE

On July 26, 2019, staff posted the property notifying the public of the proposed rezoning. As of August 27, there have not been any calls or other inquiries received.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone $\pm$ 53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Recreation (REC), Rural Residential (RR) and Flood Plain-Conservation (F-C).

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map

EXHIBIT 1

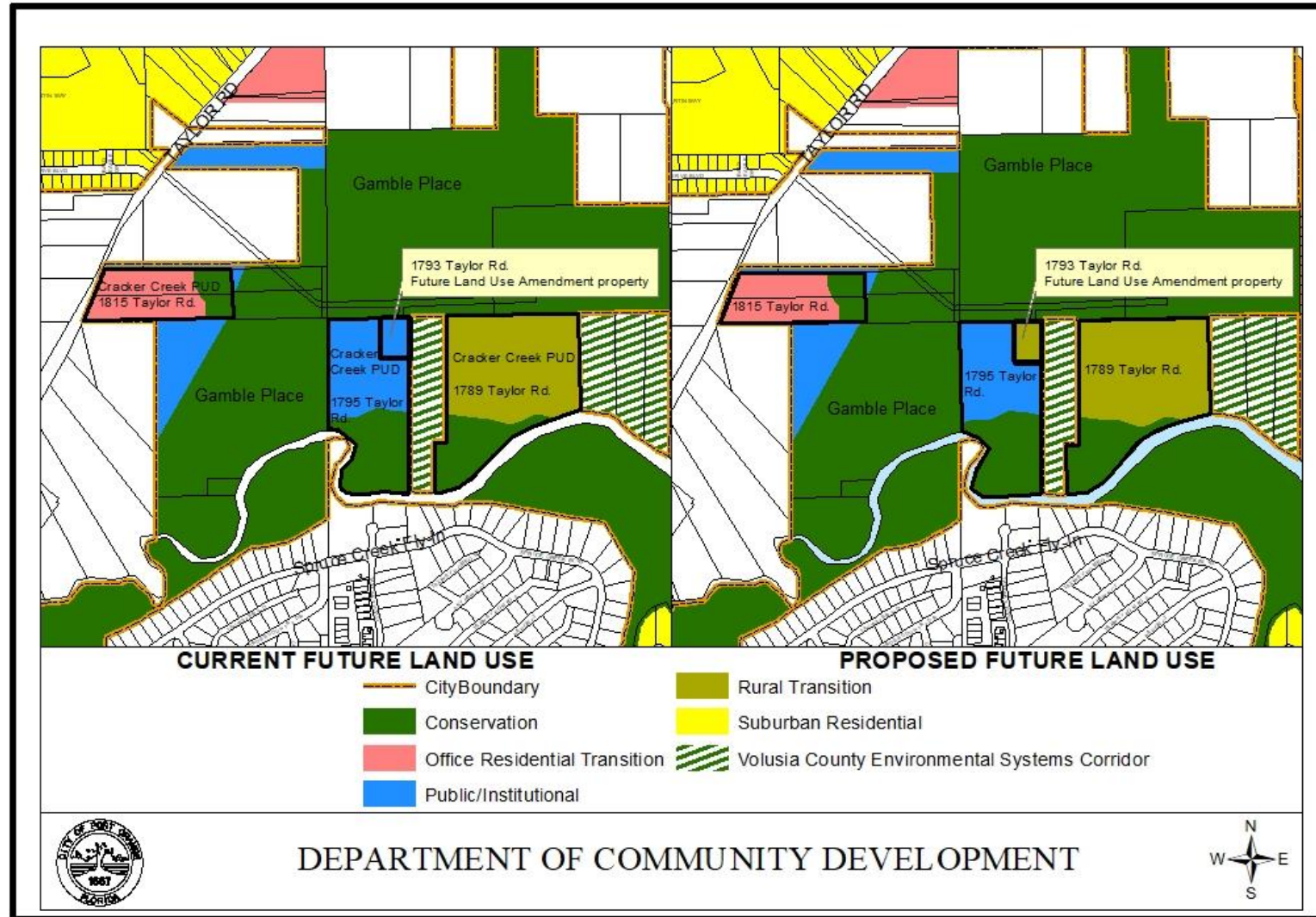
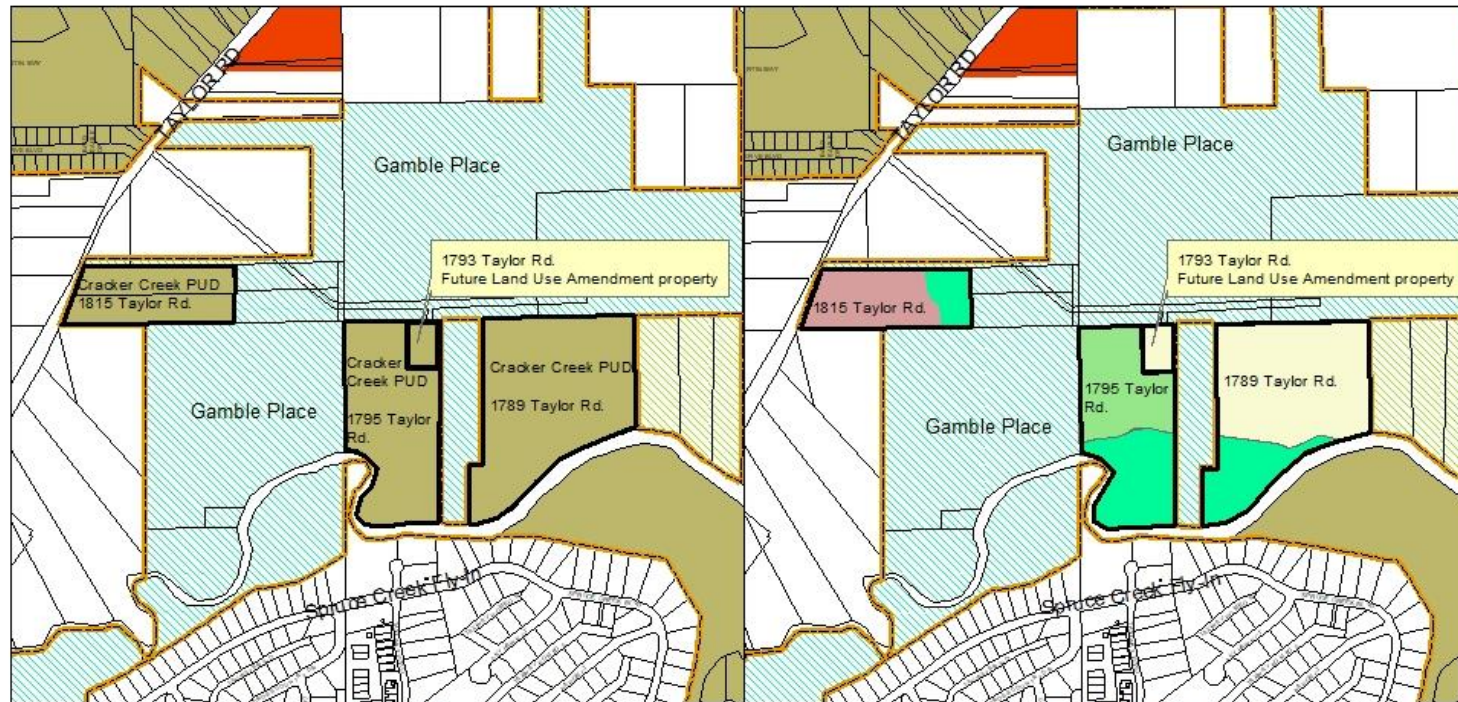


EXHIBIT 2



CURRENT ZONING

PROPOSED ZONING

- | | | |
|--------------------|--------------------------------|--------------------------|
| City Boundary | Flood Plain-Conservation | Planned Unit Development |
| Volusia County A-2 | Office Residential Transition | Recreation |
| Volusia County RC | Planned Commercial Development | Rural Residential |



DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (I23) Approval to Renew the Annual Service Agreement with Halifax Humane Society

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve renewal of the contract with Halifax Humane Society.

SUMMARY: Renewal for FY20 for Halifax Humane Society contract for animal services. Fees are being maintained at the 2018 rates.

Project No.: Funding Account No.: 001-3200-521.31-13

Presenter:

ATTACHMENTS:

1.	Halifax Agreement	Halifax Agreement.pdf
2.	Halifax Letter	Halifax Letter.pdf

Eric Fisher
William Proctor
Thomas Grimaldi
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 8/2/2019
Approved - 8/2/2019
Approved - 8/2/2019
Approved - 8/5/2019
Approved - 8/12/2019
Approved - 8/13/2019
Final Approval - 8/13/2019

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Port Orange**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2019, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2020 and October 1, 2020. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Port Orange, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Port Orange's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound

and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Port Orange agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment
Fees for Additional Services	
Forensic calls and staff assistance	Staff Support: \$10.00 per hr. Veterinarian Support: \$75.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-

4703, extension 315, within fifteen (15) days of the date of the invoice.

- (d) The Humane Society will submit to the City of Port Orange, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
- (e) The Humane Society will use good faith efforts to try to collect from the animal's owner all costs for which the City of Port Orange is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of

this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by the Humane Society when it is the City of Port Orange's belief that the dog poses a threat to public safety.

7. CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. CONFISCATED ANIMALS DUE TO OWNER EVICTION: Animals seized by the City of Port Orange as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray." The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. REMEDY IN THE EVENT OF BREACH: In the event that the City of Port Orange fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If the Humane Society exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Port Orange.

10. WAIVER OF BREACH: The waiver by the Humane Society or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. SOVEREIGN IMMUNITY: The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in

the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Port Orange beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City of Port Orange for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Port Orange, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the City of Port Orange is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 City Center Circle, Port Orange, Florida 32129.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City of Port Orange, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the City of Port Orange to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the City of Port Orange's custodian of public records, provide the City of Port Orange with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City of Port Orange.
- d) Upon completion of the contract, transfer, at no cost, to the City of Port Orange all public records in the possession of the contractor or keep and maintain public records required by the City of Port Orange to perform the service. If the contractor transfers all public records to the City of Port Orange upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Port Orange, upon request from the City of Port Orange's custodian of public records, in a format that is compatible with the information technology systems of the City of Port Orange.

- e) Requests to inspect or copy public records relating to the City of Port Orange's contract for services must be made directly to the City of Port Orange. If contractor receives any such request, contractor shall instruct the requestor to contact the City of Port Orange. If the City of Port Orange does not possess the records requested, the City of Port Orange shall immediately notify the contractor of such request, and the contractor must provide the records to the City of Port Orange or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the City of Port Orange within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City of Port Orange. Humane Society shall indemnify, defend, and hold the City of Port Orange harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes City of Port Orange to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

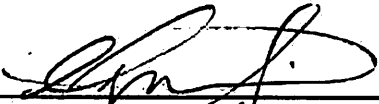
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the City of Port Orange and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

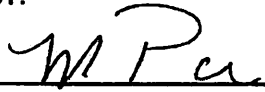
HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 8/8/19

CITY OF PORT ORANGE

By: _____
Name: Donald O. Burnette
Title: Mayor
Date: _____

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 8/8/19

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____



*Protecting
Animals in the
Greater
Daytona Beach
Area Since 1937*

BOARD OF DIRECTORS

Melvin D. Stack, ESQ
President
Margaret Ferguson
Vice President
Michael R. Leonard
Treasurer
Vonda Sullivan
Secretary

MEMBERS AT LARGE

Matt Banker
Patricia Culler
Nancy Lohman
JJ Roberts, DO
Janice Scott
Ted Serbousek

**CHIEF EXECUTIVE
OFFICER**

Miguel Abi-hassan



RECEIVED

JUL 29 2019

City of Port Orange
City Manager

Dear Elected Officials & Staff

Attached you will find the 2019-2020 Animal Sheltering Services contract with Halifax Humane Society. I am proud to announce that fees will be maintained at the 2018 rate without increase. The board and I are happy to pass on these cost-savings in good faith for your continued support and in anticipation of another proactive year ending pet-homelessness.

For the 2019 Year we are excited to offer veterinary and field assistance programs to our contractors. When available our staff stands ready to deploy to mass cases at cost. These new services are available in times of duress, mass-animal cruelty cases or short-staffing. By request HHS is proud to support field efforts with animal care specialist, vet-techs or one of our Veterinarians, when available. All such requests can be made to the CEO or COO, we simply ask for as much advance notice as possible.

As you may know, HHS opened the doors to a newly renovated campus this month. The hope is simple, to provide better community services and further enhance humanity. We invite you to come for a tour so you may witness firsthand the progressive programs and improved service standards of the campus. New areas include a state of the art education room, cabana-style adoptions rooms, renovated kennel areas and mission based retail. In addition to recently added public dog park and boarding/grooming services.

At HHS we are proud of our community, our partners and the incredible progress we have made changing the complex social problem that is pet homelessness and cruelty. We believe in a not too distant future the entire Volusia County area will be regarded as one of the most pet-friendly communities in the great State of Florida, and we will work relentlessly to be a good steward of that goal.

Enclosed, you will find 2 copies of the contract for signature; please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer

Halifax Humane Society is a 501 (c)(3), EIN is 59-0530990. private nonprofit organization servicing the Greater Daytona Beach area in Volusia County, Florida. Halifax Humane Society was founded in 1937. HHS is an open-door animal shelter that services over 25,000 animals annually and exists to protect animals from cruel, neglectful and exploitative treatment.

2364 LPGA Blvd • Daytona Beach, FL 32124 • Phone: (386) 274-4703 • Fax: (386) 267-0651
e-mail: info@HalifaxHumaneSociety.org • HalifaxHumaneSociety.org



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (I24) Resolution No. 19-43 - Cypress Head Golf Course Rules and Regulations

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19 - 43 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The rules for the golf course have not been reviewed or updated since 1992. The Golf Advisory Board, Kemper and staff have spent the last few months reviewing the 92 rules and making adjustments, additions, and deletions to meet today's standards. I have attached a clean version as well as the original for your review.

The Golf Advisory Board voted unanimously to approve the revised rules. Staff also recommends approval.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Reso. No. 19-43 - Golf Course Rules	Reso. No. 19-43 - Golf Course Rules.pdf
2.	Reso. No. 92-32	Reso. No. 92-32.pdf

Susan Lovallo
Susan Lovallo
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 8/16/2019
Approved - 8/16/2019
Approved - 9/10/2019
Approved - 9/11/2019
Final Approval - 9/12/2019

RESOLUTION NO. 19-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING REVISED RULES AND REGULATIONS
RELATING TO THE MUNICIPAL GOLF COURSE;
PROVIDING FOR REPEAL OF CONFLICTING
RESOLUTIONS; PROVIDING SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange has approved Ordinance No. 1991-27, which provides for the establishment of policies, rules and regulations governing the use of municipal golf course; and

WHEREAS, Section 50-82 of the City of Port Orange Code of Ordinances, authorizes golf course rules and regulations to be established by resolution of the City Council; and

WHEREAS, the City of Port Orange Golf Course Advisory Board and the Parks and Recreation Director have reviewed, and recommended approval of the golf course rules and regulations proposed in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Pursuant to Section 50-82 of the Code of Ordinances, City of Port Orange, Florida, the rules and regulations set forth on Exhibit A, attached hereto and incorporated herein by reference, are established for use of the municipal golf course.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. Resolution No. 92-32 is hereby expressly superseded by this Resolution.

Section 3. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of

the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit A

CITY OF PORT ORANGE

GOLF COURSE RULES AND REGULATIONS

The Following Rules and Regulations are designed to maintain and protect the quality of the municipal golf course at Cypress Head and provide a positive experience to our guests.

GENERAL RULES

1. The golf course and its facilities shall be open on the days and during the hours as specified in the City's golf course management contract.
2. All players and guests are expected to follow the rules and regulations established by the City and the golf course management contractor.
3. All golfers and riders are required to check in at the pro shop prior to teeing off.
4. No outside alcoholic beverages are allowed on the premises. Alcoholic beverages will be served, sold and consumed on the golf course premises only during hours permitted by law. Alcoholic beverages will be sold or served to persons permitted to purchase the same under the laws of the State of Florida.
5. Pace of play for the course is set at 4 hours and fifteen minutes for 18 holes. Pace of play will be monitored by the golf course management contractor and action will be taken as necessary.
6. All guests utilizing a golf cart are responsible for, and will be charged for, all damage to carts assigned to them or their guests and any injuries resulting from the operation, or damage to the course resulting from the use of the carts. No person that does not have a valid driver's license shall be permitted to operate a golf cart on the premises whether the cart is property of the golf course or a private cart.
7. Practice areas are available based on hours of operation.
8. All players must have their own set of clubs. Clubs may be rented from the clubhouse.
9. Domestic animals shall not be permitted on the golf course premises, except as permitted by federal, state or local laws and ordinances regarding service animals, or as otherwise authorized by the golf course management contractor.
10. It is the responsibility of each player to repair ball marks, fill divots, rake bunkers, observe cart traffic directional signs and keep carts off tee boxes and away from greens. Remember that carts may be asked to remain on cart paths only for maintenance reasons (i.e. too wet, application of chemicals, etc.)
11. It is unacceptable for any player or guest to abuse any of the golf course employees or patrons, verbally or otherwise. All employees at the golf course are under the ultimate supervision of the golf course management contractor. Any employee not rendering courteous and prompt service should be reported to the golf course management contractor immediately.
12. Rain Checks will be issued in accordance with the rules established by the golf course management contractor. (See Rain Check Policy)
13. Violation of any of these rules or destruction of golf course property may subject a person to a penalty for violation in accordance with these rules and regulations, or as otherwise permitted by law. (See Penalties for Violations)

14. The City Council may, by resolution, amend or modify these rules and regulations.
15. Golf course property is for use by registered golfers only. Other recreational activities are prohibited without prior written consent of the City of Port Orange.
16. "Cutting-in" is not permitted at any time. All players must check in with the starter. Players are not permitted to start play from residences.
17. If a group fails to keep its place on the course and more than one (1) clear hole on the players ahead, it must allow the following match to play through.
18. All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course.
19. The golf rangers have full authority on the golf course to enforce all rules and speed of play.
20. Appropriate golf attire is required for all players. (See dress code)
21. Registered golfers may walk after 11 a.m. each day the course is open.
22. If lightning is in the immediate area, all play must cease.
23. No person shall be allowed to harvest balls, other than their own, from the lakes without express permission of the Operator. Only single ball retrievers are allowed on the golf course.
24. Groups other than foursomes may play at the discretion of the pro shop if space is available. Singles, twosomes and threesomes should not expect to play through foursome and should not exert any pressure on the groups ahead.
25. Twosomes and singles will be grouped with other players, if available, and at starting times determined by the starter, if necessary.

PENALTIES FOR VIOLATIONS

1. In any disciplinary case, the golf course management contractor shall notify the City's Director of Parks and Recreation. An incident report fully describing the nature and the extent of each infraction shall be filed immediately following the infraction. An investigation of the charges shall precede the notification from the Director of Parks and Recreation.
2. The following penalty may be imposed for violation of the Rules and Regulations: Written or verbal warning, temporary exclusion, course prohibition of guests and or visitors, denial use of carts.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each person, as a condition of admittance, and each guest, as a condition of access to the premises of the golf course, assumes sole responsibility for his or her personal property. The City or Operator shall not be responsible for any loss or damage to any private property used or stored on the premises of the golf course, whether in lockers or elsewhere.
2. The removal from the room in which it is placed, or from the golf course premises, of any property or furniture belonging to the City or Operator without proper authorization is not permitted. Each person at the golf course shall be liable for any property damage her or she causes.
3. Any person, guest or other person who, in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or

operated by the golf course, or who engages in any contest, game, function, exercise, competition or any other activity operated, organized, arranged, or sponsored by the golf course at his or her own risk. Anyone using the facilities at the golf course shall hold the Operator and the City of Port Orange, its officers, employees, representatives and agents, harmless from any and all loss, cost, claim, injury, death, resulting therefrom, and/or from any act or omission of any officer, employee, representative or agent of the Operator and the City.

RAIN CHECK POLICY

When rain causes termination of play:

1. A credit for that day's greens fees and golf cart fees will be prorated by the number of holes played.
2. It will be the sole responsibility of the player to apply for a rain-check from the pro shop on the day of play.

DRIVING RANGE

1. The driving range is open during normal operating hours as may be posted from time to time in the pro shop. At times to be posted in the pro shop, the driving range will be closed for general maintenance.
2. Range balls are for use on the driving range only. Range balls are not permitted to be used on the golf course.
3. Parking of golf carts is allowed in designated areas only.
4. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the driving range.
5. Appropriate golf attire is always required on the driving range. (See Dress Code)

GOLF CART RULES

1. Golf carts shall not be used by a player or a guest on the property of the golf course without proper assignment and registration in the pro shop.
2. Golf carts shall not leave the golf course premises.
3. No more than two (2) adults and two (2) sets of golf clubs per golf cart are permitted unless specialized carts are available.
4. Carts are required to remain on golf cart paths at all times on Par 3 holes.
5. Except on golf cart paths, do not drive a golf cart within thirty (30) feet of a green or a tee.
6. Never drive a golf cart through a hazard or onto or across private property adjoining the golf course.
7. Be careful to avoid soft areas on fairways, especially after rains. Use the roughs whenever possible.
8. Do not drive golf carts under low-hanging branches of trees.
9. Operation of a golf cart is at the risk of the player. Cost of repair to a golf cart which is damaged by a player will be charged to the player.
10. When the "carts on path only" or "90 degree rule" signs are posted they must be strictly followed.
11. "Course closed" or "hole closed" signs are to be adhered to without exception.
12. Golf carts shall be driven on the golf course only when the course is open for play.

13. Players using a golf cart will be held fully responsible for any and all damage, including damages to the golf cart, that are caused by misuse of the golf cart by the players or their guests, and the players shall reimburse the City and/or the Operator for any and all damages the golf course may sustain by reason of misuse.
14. Privately owned golf carts shall be permitted on the golf course with proper stickers affixed to the carts. Stickers shall be issued by the Violations of the golf cart rules may result in penalty for violation in accordance with these rules and regulations.

DRESS CODE

Appropriate golf clothing is required on the golf course. Acceptable footwear includes golf shoes, golf sandals, and athletic shoes. The following footwear is prohibited: work boots, loafers, dress shoes and other shoes determined by the golf course management contractor. Acceptable attire includes Bermuda type shorts, slacks, shirts with collars including mock turtle necks and other golf clothing typically sold by golf clothing manufacturers.

RESOLUTION NO. 92-32

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY,
FLORIDA, ESTABLISHING RULES AND
REGULATIONS RELATING TO MUNICIPAL GOLF
COURSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange has approved Ordinance No. 1991-27, which provides for the establishment of policies, rules and regulations governing the use of the municipal golf course; and

WHEREAS, Ordinance No. 1991-27 authorizes golf course rules and regulations to be established by resolution of the City Council; and

WHEREAS, the City of Port Orange Golf Course Committee and Parks and Recreation Director have reviewed and recommended approval of the golf course rules and regulations proposed in this resolution.

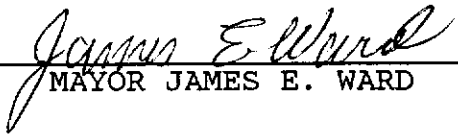
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Pursuant to Section 14-41 of the Code of Ordinances, City of Port Orange, Florida, the rules and regulations set forth on Exhibit A, attached hereto and incorporated herein by

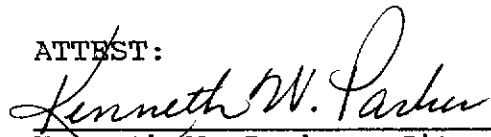
(RES. NO. 92-32)

reference, are established for use of the municipal golf course.

Section 2. This resolution shall become effective immediately upon adoption.


MAYOR JAMES E. WARD

ATTEST:


Kenneth W. Parker, City Manager

Adopted on the 23RD day of JUNE, 1992.

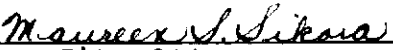
Reviewed and Approved: 
City Attorney

Exhibit A

CITY OF PORT ORANGE

GOLF COURSE RULES AND REGULATIONS

As used in these Rules and Regulations, the term Operator refers to the person or legal entity responsible for the operation, management, maintenance and supervision of the municipal golf course pursuant to written agreement with the City of Port Orange. The Operator may designate officers, employees, representatives and agents to implement its responsibilities set forth in these Rules and Regulations.

GENERAL RULES

1. The golf course and its facilities shall be open on the days and during the hours as may be established from time to time by the Operator.
2. Plans or dates for dining room activities must be approved in advance by the Operator.
3. Performances by entertainers will be permitted on the property of the golf course only with the permission of the Operator.
4. Alcoholic beverages will be served, sold and consumed on the golf course premises only during hours permitted by law. Alcoholic beverages will be sold or served to persons permitted to purchase the same under the laws of the State of Florida.
5. Except as permitted by the Operator, no commercial advertisements shall be posted or circulated on the golf course nor shall business of any kind be solicited or transacted on the property of the golf course or upon golf course stationery.
6. Except as provided by the constitution and laws of the United States of America and the State of Florida or as permitted by the Operator, no petition shall be originated, solicited or posted within the clubhouse or on any other property of the golf course.
7. The golf course and its facilities shall not be used for functions of fund-raising efforts for the benefit of a political cause, except as permitted by City of Port Orange ordinances, rules and regulations.
8. Outside catering will not be provided by the golf course unless otherwise approved by the Operator.
9. Players and guests must not request special personal services

from the employees at the golf course who are not on duty.

10. Players and guests must not request staff to use the Operator's copying machine for personal purposes.
11. Dogs or pets are not permitted on the golf course premises, except as provided by federal, state and local laws and ordinances or under special circumstances when authorized by the Operator.
12. Any complaints, criticisms or suggestions of any kind relating to any of the operations of the golf course are requested in writing, signed and addressed to the Operator.
13. It is unbecoming for any player or guest to abuse any of the golf course employees, verbally or otherwise. All employees at the golf course are under the ultimate supervision of the Operator, and no player or guest shall reprimand or discipline any employee or send any employee off the premises of the golf course for any reason. Any employee not rendering courteous and prompt service should be reported to the Operator immediately.
14. The roster or list of players at the golf course shall be maintained in compliance with federal, state and local laws and ordinances.
15. Violation of any of these rules or destruction of golf course property will subject a person to disciplinary action in accordance with these rules and regulations. (See Disciplinary Action)
16. The City Council may, by resolution, amend or modify these rules and regulations.
17. All rules and regulations contained herein shall be subject to and controlled by the applicable provisions of the Charter and ordinances of the City of Port Orange.
18. Children eighteen (18) years of age and under and full-time students are eligible to purchase a junior membership.
19. Golf course property is not provided for hunting, fishing or sightseeing. Golf course property is for golf, dining and other municipal purposes.

IDENTIFICATION CARDS

1. A card indicating the type of privileges and the expiration date will be issued to an individual upon payment of the appropriate fees. Cards are not transferrable. Presentation of the card is required prior to use of the facilities of the

golf course.

2. It is the practice of the Operator not to mail cards. Each person's card will be secured in the golf course office until personal collection thereof can be made by the resident.
3. A card can be used only by the person or persons to whom it is issued.
4. In the event of a lost or stolen card, the Operator must be notified immediately. Should prompt notification of card loss or theft not be received, the individual shall be responsible for play on his or her card. For each new card replaced, a service charge will be imposed.
5. There will be no golf course charge privileges at the golf course.

DISCIPLINARY ACTION

1. The following activities shall constitute grounds for disciplinary action:
 - a. Failing to meet eligibility for the privileges applied for.
 - b. Submitting false information on the application.
 - c. Permitting a card to be used by another person.
 - d. Exhibiting unsatisfactory behavior, conduct or appearance.
 - e. Failing to abide by these rules and regulations for use of the facilities of the golf course.
 - f. Treating the personnel or employees at the golf course in an unacceptable manner.
2. Violations will be handled as follows:
 - a. Minor Offense:

A verbal warning will be given to the individual(s) and names and addresses will be taken for the permanent file.
 - b. Intermediate Offense:

The individual(s) will be requested to leave the facility. Names and addresses will be taken and the individual(s) will be suspended from the use of the facilities for a period of thirty (30) days upon the

recommendation of the Operator of the golf course and approval of the City's Director of Parks and Recreation.

c. Major Offense:

All privileges concerning the use of any part of the golf course facilities will be revoked for a period of one (1) year upon written notice of such revocation from the City's Director of Parks and Recreation.

3. In any disciplinary case, the Operator of the golf course shall notify the City's Director of Parks and Recreation. An incident report fully describing the nature and the extent of each infraction shall be filed immediately following the infraction. An investigation of the charges shall precede the notification from the Director of Parks and Recreation.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each person, as a condition of admittance, and each guest, as a condition of access to the premises of the golf course, assumes sole responsibility for his or her personal property. The City or Operator shall not be responsible for any loss or damage to any private property used or stored on the premises of the golf course, whether in lockers or elsewhere.
2. The removal from the room in which it is placed, or from the golf course premises, of any property or furniture belonging to the City or Operator without proper authorization is not permitted. Each person at the golf course shall be liable for any property damage he or she causes.
3. Any person, guest or other person who, in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the golf course, or who engages in any contest, game, function, exercise, competition or any other activity operated, organized, arranged, or sponsored by the golf course, either on or off the golf course premises, shall do so at his or her own risk. Anyone using the facilities at the golf course shall hold the Operator and the City of Port Orange, its officers, employees, representatives and agents, harmless from any and all loss, cost, claim, injury, death, damage or liability sustained or incurred by him or her, resulting therefrom, and/or from any act or omission of any officer, employee, representative or agent of the Operator and the City.

CHILDREN

Children under twelve (12) years of age are not permitted in the clubhouse unless accompanied and supervised by an adult. Children

under the applicable drinking age are not permitted at the bar.

MAILING ADDRESS

Each pass holder shall be responsible for filing with the Operator in writing, preferably on a form provided, his or her mailing address and any changes thereto, to which the player wishes all notices and invoices of the golf course be sent. A pass holder shall be deemed to have received all mailings from the golf course ten (10) days after they have been mailed to the address on file with the Operator.

GOLF RULES

1. All players and guests must register in the pro shop before beginning play.
2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Players are not permitted to start play from residences.
3. In order to maintain a first-class golf course, practice is not permitted on the golf course.
4. If a match fails to keep its place on the course and more than one (1) clear hole on the players ahead, it must allow the following match to play through.
5. All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course.
6. All tournament play must be approved in advance by the Operator.
7. A pass holder may make no more than two (2) starting times on the golf course per day unless other arrangements have been made with the pro shop.
8. Golf rangers may be on duty to help regulate play and enforce golf cart regulations. The golf rangers have full authority on the golf course to enforce all rules and speed of play.
9. Each player must have his or her own set of golf clubs.
10. Appropriate golf attire is required for all players. (See Dress Code)
11. Ride/Walk Policy: Residents of Port Orange and their guests may walk at any time on weekdays from May 1 through November 30, or after 1:00 pm on weekdays from December 1 through April

30. No walking on weekends and holidays is permitted prior to 1:00 pm year-round. Non-residents must take a cart.

12. If lightning is in the immediate area, all play must cease.
13. All golf balls hit into the lakes which are not immediately retrieved by the players shall be deemed abandoned and shall become the sole property of the golf course. No person shall be allowed to take such balls from the lakes without express permission of the Operator. Only single ball retrievers are allowed on the golf course.
14. The City Council may, by resolution, establish rules governing access and starting times with respect to the golf course.

GOLF STARTING TIMES

1. The pro shop will assign the starting time depending on availability.
2. All pass or card holders may call the pro shop at the posted opening hour up to seven (7) days in advance to reserve a tee time. All other persons may only make bookings three (3) days in advance unless otherwise allowed by the Operator.
3. Groups other than foursomes may play at the discretion of the pro shop if space is available. Singles, twosomes and threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead.
4. Twosomes and singles will be grouped with other players, if available, and at starting times determined by the pro shop, if necessary.
5. Starting time changes must be approved by the pro shop.
6. Failure to check in and register ten (10) minutes prior to a reserved starting time may cause cancellation or setback.
7. Groups of five (5) or more players will not be allowed on the golf course at any time without permission of the pro shop.
8. Please notify the pro shop of any cancellation as soon as possible.

RAIN-CHECK POLICY

When rain causes termination of play:

1. A credit for that day's greens fees and golf cart fees will be prorated by the number of holes played.

2. It will be the sole responsibility of the player to apply for a rain-check from the pro shop on the day of play.
3. Rain-checks will be given based on the following policy: If it is raining when players check in there will be no credit given. No rain-checks will be issued on twilight fees. In all other cases, the following will apply:
 - a. Less than 6 holes played - full 18 hole check issued.
 - b. 7 to 15 holes played - 9 hole check issued.
 - c. Over 15 holes played - no credit extended.

DRIVING RANGE

1. The driving range is open during normal operating hours as may be posted from time to time in the pro shop. At times to be posted in the pro shop, the driving range will be closed for general maintenance.
2. Range balls are for use on the driving range only. Range balls are not permitted to be used on the golf course.
3. Golf carts are not permitted on any tee or green area. Parking of golf carts is allowed in designated areas only.
4. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the driving range.
5. Proper golf attire is required at all times on the driving range. (See Dress Code)

GOLF CART RULES

1. Golf carts shall not be used by a player or a guest on the property of the golf course without proper assignment and registration in the pro shop.
2. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid driver's license.
3. Golf carts are not to be used off the golf course.
4. No more than two (2) adults and two (2) sets of golf clubs per golf cart are permitted unless specialized carts are available.
5. Obey all golf cart traffic signs.
6. Always use golf cart paths where provided, especially near trees and greens. Carts are required to remain on golf cart paths at all times on Par 3 holes.

7. Except on golf cart paths, do not drive a golf cart within thirty (30) feet of a green or a tee.
8. Never drive a golf cart through a hazard or onto or across private property adjoining the golf course.
9. Be careful to avoid soft areas on fairways, especially after rains. Use the roughs whenever possible.
10. Do not drive golf carts under low-hanging branches of trees.
11. Replace rakes on the golf carts.
12. Operation of a golf cart is at the risk of the player. Cost of repair to a golf cart which is damaged by a player will be charged to the player.
13. When the "carts on path only" or "90 degree rule" signs are posted they must be strictly followed.
14. "Course closed" or "hole closed" signs are to be adhered to without exception.
15. Golf carts shall be driven on the golf course only when the course is open for play.
16. Players using a golf cart will be held fully responsible for any and all damages, including damages to the golf cart, that are caused by misuse of the golf cart by the players or their guests, and the players shall reimburse the City and/or the Operator for any and all damages the golf course may sustain by reason of misuse.
17. Privately owned golf carts shall be permitted on the golf course with proper stickers affixed to the carts.
18. Violations of the golf cart rules may result in disciplinary action in accordance with these rules and regulations. (See Disciplinary Action)

HANDICAPS

1. Handicaps are computed under the supervision of the Operator in accordance with the current USGA Handicap System.
2. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Operator will determine if there are violations by players in turning in their scores.

3. Scorecards will be turned in at designated places in the clubhouse and entered into the system by players of the golf shop staff.

GOLF COURSE ETIQUETTE

1. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play, which should not be deemed playing out of turn.
2. The time required to hole out around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same.
3. Be social but reserve your extended conversations for the nineteenth hole.
4. When approaching a green, drive your golf cart to the side or the rear of the green on the best direct path to the next tee. This can save about one-half hour per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (See Golf Rules Number 4), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. Repair your ball marks on the green.
8. Carefully rake sand traps after use.
9. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop.

DRESS CODE

1. Definitions: For the purpose of these rules, the following words shall mean:
 - a. Player - any person utilizing the golf course for playing golf, practicing or spectating.

- b. Tee shirt - any shirt not having a collar regardless of logo or embroidery.
 - c. Cutoffs - any pants not hemmed.
 - d. Tank top - any sleeveless shirt, whether sleeves are absent by design or removed by patron.
 - e. Halter top - any blouse secured by straps tied behind the neck and back which leaves the back exposed.
 - f. Athletic shorts - any shorts designed for specific sporting activities other than golf.
 - g. Fishnet tops - any shirt or blouse made of loosely woven see-through material.
2. The following clothing is deemed appropriate:
- a. Men: Shirts with sleeves and slacks or bermuda shorts.
 - b. Women: Dresses, skirts, slacks, mid-length shorts and blouses.
 - c. Shoes: Golf shoes on the golf course. Tennis and other soft-sole shoes are subject to approval by the Operator.
3. The following clothing is not permitted:
- a. Men: Tank tops, fishnet tops, cut-offs, sweat pants, bathing suits, tennis shorts, short shorts, or other athletic shorts.
 - b. Women: Halter tops, fishnet tops, tennis dresses, athletic shorts, cut-offs, or short shorts.
4. There are no exceptions to this dress code for players using the golf course or driving range. Persons exclusively using clubhouse facilities are not covered by this dress code.
5. Because of the diverse nature of womens' clothing, women will be given the benefit of the doubt unless obvious violations are present.
6. The Operator will be responsible for enforcement of this dress code. Improperly dressed players will be asked to change before playing.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: No

SUBJECT: (J26) City Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY:

City Manager update on Recycling changes that will take effect October 1st

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 8/29/2019
Approved - 9/5/2019
Final Approval - 9/6/2019
