



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 22, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation Rev. Fr. Kevin Burks, St. Luke's Anglican Church
3. Roll Call

B. PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-32 - Police Pension change
5. Discussion of Budget and Proposed Millage Rate FY15-16
6. Resolution No. 15-60 - Adopting the Final Millage Rate for FY 15-16
7. Resolution No. 15-61 - Adopting the Final Operating Budget for FY 15-16
8. Resolution No. 15-62 - Adopting the Final Capital Budget for FY15-16
9. Resolution No. 15-63 - Adopting the Final Millage Rate for FY15-16 for Town Center CRA Tax Increment District
10. Resolution No. 15-64 - Adopting the Final Operating Budget for Town Center CRA Tax Increment District
11. Resolution No. 15-65 - Adopting the Final Millage Rate for FY 15-16 for Eastport CRA Tax Increment District
12. Resolution No. 15-66 - Adopting the Final Operating Budget for FY 15-16 for Eastport CRA Tax Increment District
13. First Reading - Ordinance No. 2015-34 - LDC Amendment/Medical Marijuana Related Uses; Case No. 15-25000002

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 14. Citizen Advisory Committee for TPO
- 15. Charter Review Board Appointment
- 16. Planning Commission Appointments
- 17. Parks & Recreation Advisory Board Appointment
- 18. Police Pension Board Appointment (5th Member) - Continued on September 9, 2015

E. CITIZEN PARTICIPATION (Agenda)

- 19. Paul & Paula Strickland - 6214 Yellowstone Drive Code Enforcement Lien

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

G. COUNCIL COMMENTS

- 20. Comments/Concerns from Council Members

H. CONSENT AGENDA

21. Approval of Minutes

- a. August 25, 2015 - City Council Workshop
- b. September 1, 2015 - City Council Workshop
- c. September 9, 2015 - Regular City Council Meeting
- d. September 15, 2015 - City Council Workshop

22. Resolution No. 15-67 - Budget Appropriations

23. Special Events

- a. Major Special Event Request – Biketoberfest at The Last Resort Bar located at 5812 South Ridgewood Ave., Hunt for Cars at 5796 South Ridgewood Ave., and Best Cars at 5816 South Ridgewood Ave.
- b. Major Special Event Request – Biketoberfest at First Turn Steakhouse & Lounge - 5236 S. Ridgewood Ave., 5164 S. Ridgewood Ave., 5204 S. Ridgewood Ave., and 5218 S. Ridgewood Ave.
- c. Authorization for two Pumpkin Patch Minor Special Events to exceed seven consecutive calendar days

24. Contract Items

- a. Contract with HD Supply Water Works, LTD for Purchase of Water Meter Transceivers
- b. Contract for Services with ACET Recycling, LLC
- c. Rejection of Bid (RFP 15-25 Bus Bench Advertising) and Removal of Benches

- d. Authorization to Extend and Encumber \$14,185.00 with Glencoe Lawns Inc. and \$100,982.00 with Barton & Barton, Inc. for Landscape Maintenance for FY2016.
- e. Piggyback Agreement with Flowers Chemical Laboratories, Inc. for Laboratory Services for Water & Wastewater Facilities
- f. Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Engineering Services for the S. Ridgewood Avenue median landscape and irrigation improvements from SR421 (Dunlawton Avenue) to Rose Bay Bridge.
- g. Renewal of Service Contract with Halifax Humane Society
- h. Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

25. Spending Authorizations

- a. FY2016 Spending Authorization with Barney's Pumps, Inc.
- b. FY2016 Spending Authorization with Hach Company
- c. FY2016 Spending Authorization with Pace Analytical Services, Inc. and Amendment No. 1
- d. FY2016 Spending Authority for HD Supply Waterworks, Ltd.
- e. FY2016 Spending Authorization with Ferguson Enterprises, Inc.

26. Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. Widening

27. Interlocal Agreement with Town of Ponce Inlet for Construction of Sewer Laterals

28. Bid Award for Annual Supply of Water and Wastewater Chemicals

29. Proposed License Agreement – Lot 7, Countryside PUD, Phase IV-C Subdivision; 961 Smokerise Boulevard

30. Proposed License Agreement – Lots 7, 8, 9, 10, Block 6, E.H. Herrich Subdivision; 308 Ocean Avenue

31. Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc.

32. Police Benevolent Association Lieutenants (PBA Lt.) 2015-2016 Wage Reopener (Article 24) on the 2014-2017 Collective Bargaining Agreement and Memorandum of Understanding.

I. REGULAR AGENDA

33. Request for a \$50,000 Local Contribution for Two Florida Housing Finance Corporation(FHFC) Applications

34. Halifax Paving Lake Excavation Contract - Progress Report Update

35. Award of RFP #15-27 for insurance for property, general/professional liability, auto, and workers' compensation coverage

J. COMMENTS

36. City Attorney Comments

37. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

38. City Council Committee Reports

a. Arthaus

b. Port Orange/South Daytona Chamber of Commerce

c. Roundtable of Volusia County Elected Officials

d. Volusia League of Cities

L. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-32 - Police Pension change

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-32.

SUMMARY: In anticipation of the hiring of a new Police Chief, an ordinance amendment to the Police Pension Plan is necessary to allow the successful candidate the opportunity of having a choice between entering the Police Pension Plan and opting for the Department Head 401 Plan through ICMA-RC.

Freiman Little Actuaries prepared and provided an actuarial statement that is attached to this item. It indicates that, "there is no material impact to the cost of the Plan."

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-32	Ord. No. 2015-32.pdf
2.	Actuarial Impact Statement	Impact Statement - Police Chief Opt Out.pdf

Fenwick, Robin
Rosen, Alan
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/24/2015
Approved - 09/09/2015
Approved - 09/15/2015
Final Approval - 09/17/2015

ORDINANCE NO. 2015-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 54, ARTICLE V, ENTITLED “POLICE PENSION FUND”; AMENDING SECTION 54-123, PARTICIPATION; PROVIDING AN OPTION PERMITTING THE POLICE CHIEF TO ELECT TO NOT PARTICIPATE IN THE POLICE PENSION FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, section 185.02(11), Florida Statutes, states that a police pension plan may provide that the police chief may have the option to participate or not participate in the plan; and

WHEREAS, the City of Port Orange, has determined that the Police Chief, upon employment as Chief, should be able to elect to not participate in the Police Pension Fund; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

Section 1. Section 54-123 of Article V of Chapter 54 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 54-123. - Participation.

(a) Each full-time police officer employed by the city shall be a participant in the plan, and shall become a participant on the first day of full-time employment as a city police officer. Part-time police officers are not eligible for participation in the pension plan. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived shall become a participant upon such effective date, unless he submits a written election to the board of trustees within 30 days following the effective date of the ordinance from which this article is derived stating his intention not to participate in the plan. Such election shall be irrevocable. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived and who becomes a participant upon such effective date may, within 90 days after the effective date of such ordinance, purchase

vesting credits equal to his length of full-time employment as a city police officer prior to such effective date by paying into the pension plan the full amount of contributions due for such service plus interest at the actuarially equivalent rate, compounded annually, or such other amount as prescribed in section 411(c)(2)(d) of the Internal Revenue Code. Notwithstanding the foregoing, the police chief shall have the option to elect not to participate in the plan by submitting a written election to the board within 30 days following employment as police chief.

* * *

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. If any provisions of this ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 4. This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2015

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

Reviewed and Approved: _____
City Attorney



September 8, 2015

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed Police Chief Opt Out Ordinance

Dear Karan:

As requested, we have determined the impact associated with the attached proposed ordinance revising the provisions of the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) to allow any future Police Chief to opt out of the Plan at hire. This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Section	Amendment
54-123(a)	Modifies language to allow police chief to opt out of plan by written election within 30 days following employment.

Actuarial Impact

As the proposed change only affects future hires, the total amount of benefits payable under the Plan to current members is not anticipated to be affected by this change in Plan provisions. Therefore, there is no material impact to the cost of Plan.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little", is positioned above the printed name.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 54, ARTICLE V, ENTITLED “POLICE PENSION FUND”; AMENDING SECTION 54-123, PARTICIPATION; PROVIDING AN OPTION PERMITTING THE POLICE CHIEF TO ELECT TO NOT PARTICIPATE IN THE POLICE PENSION FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, section 185.02(16), Florida Statutes, states that a police pension plan may provide that the police chief may have the option to participate or not participate in the plan; and

WHEREAS, the City of Port Orange, has determined that the Police Chief, upon employment as Chief, should be able to elect to not participate in the Police Pension Fund; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

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(a) Each full-time police officer employed by the city shall be a participant in the plan, and shall become a participant on the first day of full-time employment as a city police officer. Part-time police officers are not eligible for participation in the pension plan. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived shall become a participant upon such effective date, unless he submits a written election to the board of trustees within 30 days following the effective date of the ordinance from which this article is derived stating his intention not to participate in the plan. Such election shall be irrevocable. Any full-time police officer who did not participate in the plan prior to the effective date of the ordinance from which this article is derived and who becomes a participant

upon such effective date may, within 90 days after the effective date of such ordinance, purchase vesting credits equal to his length of full-time employment as a city police officer prior to such effective date by paying into the pension plan the full amount of contributions due for such service plus interest at the actuarially equivalent rate, compounded annually, or such other amount as prescribed in section 411(c)(2)(d) of the Internal Revenue Code. Notwithstanding the foregoing, the police chief shall have the option to elect not to participate in the plan by submitting a written election to the board within 30 days following employment as police chief.

* * *

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. If any provisions of this ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 4. This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

Mayor

ATTEST:

City Manager

Passed on first reading, this ____ day of _____, 2015.

Passed and adopted on second and final reading, this ____ day of _____, 2015.

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Discussion of Budget and Proposed Millage Rate FY15-16

DEPARTMENT: City Manager

RECOMMENDED MOTION: 1. Move to amend the Solid Waste Fund budget to delete the Solid Waste Manager position (\$61,917) and amend the Stormwater Utility Fund to delete the Stormwater Fee Study (\$60,000).

2. Move to amend the General Fund budget to incorporate the changes as stated in Option _____ as presented by staff.

SUMMARY: Based on the City Council discussion at the September 15 Workshop, staff understands the following: (1) in the Solid Waste Fund the Solid Waste Manager position is deleted and staff has been directed to investigate the feasibility of hiring a private firm to monitor and evaluate the services being provided by our solid waste collection vendor, and (2) in the Stormwater Utility Fund the Stormwater Fee Study is to be deleted.

With regards to the General Fund we have prepared four options:

(1) Adopt the millage of 4.392 (3% above roll back) and make no changes in the General Fund budget presented on September 9 and tentatively adopted.

(2) Adopt the millage of 4.392 (3% above roll back). Use the Non-departmental Contingency of \$54,784 to fund a Community Development Engineer for nine months.

(3) Adopt the millage of 4.392 (3% above roll back). Add the Community Development Engineer for nine months, delete one Recreation Supervisor and decrease the Non-departmental Contingency by \$2,526 to \$51,514.

(4) Delete one Recreation Supervisor position and reduce the millage from 4.392 to 4.371.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Guideline for Adoption of Final Millage/Budget	Guideline Public Hearing for Adoption of Final Millage Budget.pdf
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Fenwick, Robin
Roberts, Margaret
Harden, David
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/15/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

**Public Hearing for Adoption of Final Millage/Budget
September 22, 2015**

Agenda Item 5.

Announce the following:

"The public hearing is now convened to discuss the millage rate and budget. We will begin with the City of Port Orange City Council discussion of the final millage necessary to fund the final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.3920 mills per \$1,000.00 of valuation and is a 3% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2641 mills per \$1,000.00 of valuation."

Ask for Council discussion.

Announce the following:

"The Council will now hear comments regarding the proposed final millage. The general public shall be allowed to address the council, to make comments and to ask questions."

Ask for public comments.

Announce that Council will now review the final budget and discuss revisions, if any.

Ask council if any comments or revisions

If no revisions, then go to Agenda Item 8.

If revisions, changing the final budget from that presented in agenda package, then agree to revise the final budget. (do not vote to adopt and no formal motion - just consensus of Council to direct the manager to recompute the final millage, and mark up the Resolution adopting the final millage rate, accordingly.)

Agenda Item 6.

Read Resolution No. 15-60 for City Millage.

Move to approve Resolution No. 15-60 adopting the City of Port Orange FY 2015-2016 final millage rate of 4.3920 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Announce the following:

"The adopted final millage rate of 4.3920 mills per \$1,000.00 of valuation is a 3% increase in ad valorem tax revenues above the rolled-back rate."

Agenda Item 7.

Read Resolution No. 15-61 for City Operating.

Motion to Approve Resolution No. 15-61 adopting the City of Port Orange FY2015-2016 final operating budget. (Public Comment) (Roll call vote)

Agenda Item 8.

Read Resolution No. 15-62 for City Capital.

Motion to Approve Resolution No. 15-62 adopting the City of Port Orange FY 2015-2016 final capital budget. (Public Comment) (Roll call vote)

Agenda Item 9.

Read Resolution No. 15-63 for Town Center Millage.

Motion to Approve Resolution No. 15-63 adopting the Community Redevelopment Agency for Port Orange Town Center FY 2015-2016 final millage rate of 4.3920 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Agenda Item 10.

Read Resolution No. 15-64 for Town Center Operating.

Motion to Approve Resolution No. 15-64 adopting the Community Redevelopment Agency for Port Orange Town Center FY 2015-2016 final operating budget. (Public Comment) (Roll call vote)

Agenda Item 11.

Read Resolution No. 15-65 for Eastport Millage.

Motion to Approve Resolution No. 15-65 adopting the Community Redevelopment Agency for Eastport Business Center FY 2015-2016 final millage rate of 4.3920 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Agenda Item 12.

Read Resolution No. 15-66 for Eastport Operating.

Motion to Approve Resolution No. 15-66 adopting the Community Redevelopment Agency for Eastport Business Center FY 2015-2016 final operating budget. (Public Comment) (Roll call vote)

Announce the following:

"In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of 0.4350 mills to fund the debt service for the 2006 general obligation bonds issued for public safety capital facilities."



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-60 - Adopting the Final Millage Rate for FY 15-16

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution 15-60.

SUMMARY:

The attached Resolution will establish the City of Port Orange's final millage rate of 4.3920 mills for the FY 15-16 Operating and Capital Budgets, and a final millage rate of .4350 mills for voter approved debt service.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-60	Reso. No. 15-60.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-60

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY,
FLORIDA; ADOPTING THE FINAL PROPERTY TAX
MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR
2015-2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the City's operating and capital objectives for fiscal year 2015-2016; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, the voters of the City of Port Orange approved the levy of additional millage necessary to fund debt service payments on bonds issued for public safety capital facilities; and

WHEREAS, a public hearing on the proposed millage rate has been conducted by City Council at 6:30 P.M. on September 9, 2015, and on September 22, 2015, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2015-2016 for the City of Port Orange is hereby levied at 4.3920 mills per \$1,000.00 of valuation. This final millage rate is a 3% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for general government operating and capital purposes.

Section 2. The millage rate of .4350 mills per \$1,000.00 of valuation is hereby adopted as a voter approved levy of additional millage necessary to fund debt service payments on bonds issued for public safety capital facilities.

Section 3. This resolution shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 22nd day of September, 2015

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-61 - Adopting the Final Operating Budget for FY 15-16

DEPARTMENT: Finance

RECOMMENDED MOTION:

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-61	Reso. No. 15-61.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$93,680,318; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the City of Port Orange for fiscal year 2015-2016 and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the proposed budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been duly advertised in a newspaper of general circulation in the City with notice to all citizens that the budget is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 6:30 PM on September 9, 2015 and on September 22, 2015, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
001	General Fund	\$ 33,304,295
106	Recreation Facilities Fund	111,500
109	Building Special Revenue Fund	1,388,780
110	CDBG Special Revenue Fund	258,112
201	Capital Improvement Sinking Fund	1,125
214	2006 GO Debt Service Fund	1,080,975
217	2007 Eastport Note Debt Service	181,184
218	2007 Town Center Bond Debt Service Fund	401,192
220	Debt Service Fund 2014 Bonds	1,171,425
401	Water and Sewer O & M Revenue Fund	26,430,048
402	Water and Sewer Bond Debt Service Fund	2,474,265
410	Solid Waste Fund	7,063,150
412	Stormwater Utility Operating Fund	4,816,262
414	Stormwater Utility Bond Sinking Fund	1,453,369
417	Debt Service Fund 2012 W/S Bonds	2,915,292
418	State Revolving Loan Fund Debt Service Fund	1,805,247
420	Forestry Management Fund	97,375
450	Golf Course Operating Fund	1,250,563
501	Information Technology Fund	1,947,922
503	Vehicle Maintenance Service Fund	981,293
504	Self Insurance Fund	1,763,295
506	Building Maintenance Fund	2,152,108
508	Loan Pool Fund	361,959
606	Police Benefit Trust Fund	11,500
607	Police Forfeiture Trust Fund	100,000
615	Police Education Trust	10,000
621	Recreation Scholarship Fund	40,580
625	Federal Police Forfeiture	91,000
634	Port Orange Business Park	<u>16,502</u>
TOTAL		\$ <u>93,680,318</u>

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2015-2016 fiscal year operating budget for the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the City departments, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the City during the ensuing fiscal year effective October 1, 2015 through September 30, 2016.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L Fenwick, CMC, City Clerk

Passed and adopted on the 22nd day of September, 2015

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: GENERAL FUND (#001)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Ad Valorem Taxes (4.3920 mills)	10,783,883
Delinquent Taxes & Interest	24,000
Sale and Use	3,003,804
Business Tax	123,000
State pension contributions	717,597
Franchise Taxes	3,455,409
Utility Service Tax	4,944,127
Telecommunications Services Tax	1,862,251
License & Permits	55,090
Intergovernmental Revenue	2,168,202
Charges for Services	975,944
Fines & Foreitures	137,400
Interest Revenue	100,000
Miscellaneous Revenues	966,462
Admin. Fees	1,372,725
Transfers from other funds	1,614,401
Appropriated Fund Equity	1,000,000

TOTAL REVENUES:

33,304,295

EXPENDITURES:

NonDepartmental	2,476,701
Mayor & Council	216,897
City Manager	573,850
Legal Services	652,365
City Clerk	307,967
Finance	1,085,673
Personnel	343,609
Community Development	1,402,897
Fire Services	8,076,820
Police Services	12,284,655
Public Works	2,516,827
Parks Maintenance	2,059,495
Recreation	844,483
Athletics	443,886
POG TV	18,170

TOTAL EXPENDITURES:

33,304,295

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Recreation Facilities Fund (#106)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Charges for Services	33,750
Misc. Revenue	70,940
Appropriated Equity	<u>6,810</u>
TOTAL REVENUES:	<u><u>111,500</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>111,500</u>
TOTAL EXPENDITURES:	<u><u>111,500</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Building Special Revenue Fund (#109)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
License & Permits	1,100,000
Charges for Service	36,200
Interest Earnings	7,000
Appropriated Equity	<u>245,580</u>
TOTAL REVENUES:	<u><u>1,388,780</u></u>
<u>EXPENDITURES:</u>	
Community Development-Building	<u>1,388,780</u>
TOTAL EXPENDITURES:	<u><u>1,388,780</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: CDBG Special Revenue Fund (#110)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Federal Grant Revenue	<u>258,112</u>
TOTAL REVENUES:	<u><u>258,112</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>258,112</u>
TOTAL EXPENDITURES:	<u><u>258,112</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Capital Impv Sinking Fund (#201)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Transfer	<u>1,125</u>
TOTAL REVENUES:	<u><u>1,125</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,125</u>
TOTAL EXPENDITURES:	<u><u>1,125</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Debt Service Fund 2006 GO Bonds (#214)
PREPARED: September 3, 2015
FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Ad Valorem Tax	1,078,186
Appropriated Fund Balance	1,589
Interest Revenue	1,200
TOTAL REVENUES:	1,080,975
<u>EXPENDITURES:</u>	
Debt Service	1,080,975
TOTAL EXPENDITURES:	1,080,975

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Debt Service Fund Eastport Tax Inc Note (#217)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Transfer From Other Funds	<u>181,184</u>
TOTAL REVENUES:	<u><u>181,184</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>181,184</u>
TOTAL EXPENDITURES:	<u><u>181,184</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Debt Service Fund 2007 Town Center Tax Inc Bonds (#218)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Transfer From Other Funds	<u>401,192</u>
TOTAL REVENUES:	<u><u>401,192</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>401,192</u>
TOTAL EXPENDITURES:	<u><u>401,192</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Debt Service Fund 2014 Bonds (#220)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Interest Revenue	10,000
Appropriated Fund Balance	450,627
Transfers from other funds	<u>710,798</u>
TOTAL REVENUES:	<u><u>1,171,425</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,171,425</u>
TOTAL EXPENDITURES:	<u><u>1,171,425</u></u>

Resolution Number: 15-61

FY 2015/16: Water & Sewer O&M Fund (#401)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Charges for Services	24,981,482
Interest Revenue	54,500
Miscellaneous Revenue	35,153
Appropriated Fund Balance	<u>1,358,913</u>

TOTAL REVENUES:	<u><u>26,430,048</u></u>
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EXPENDITURES:

Non Departmental	13,861,254
Meter Readers	702,587
Customer Service	1,070,282
Water/Sewer Distribution	1,749,247
Water Production	2,282,073
Sewer Service	3,389,475
Maintenance	1,627,671
Lab	460,387
Warehouse	132,496
Administration	<u>1,154,576</u>

TOTAL EXPENDITURES:	<u><u>26,430,048</u></u>
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Resolution Number: 15-61

FY 2015/16: Water & Sewer Bond Debt Service (Fund #402)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Transfers from Other Funds

2,474,265

TOTAL REVENUES:

2,474,265

EXPENDITURES:

Debt Service

2,474,265

TOTAL EXPENDITURES:

2,474,265

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Solid Waste (Fund #410)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Charges for Service	6,982,050
Miscellaenous Revenue	<u>81,100</u>
TOTAL REVENUES:	<u>7,063,150</u>
<u>EXPENDITURES:</u>	
Solid Waste	<u>7,063,150</u>
TOTAL EXPENDITURES:	<u>7,063,150</u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Drainage (Fund #412)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Fees	3,978,063
Pending State Grants	750,000
Interest Revenue	26,700
Appropriated Fund Balance	61,499
TOTAL REVENUES:	4,816,262

EXPENDITURES:

Drainage Utility	4,816,262
TOTAL EXPENDITURES:	4,816,262

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Drainage Bond Sinking (Fund #414)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Transfer from Other Funds	<u>1,453,369</u>
TOTAL REVENUES:	<u><u>1,453,369</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,453,369</u>
TOTAL EXPENDITURES:	<u><u>1,453,369</u></u>

COMPOSITE EXHIBIT A**Resolution Number: 15-61****FY 2015/16: W/S 2003 Bond Debt Service (Fund #417)****PREPARED: September 3, 2015****FINANCE: Finance staff**

	APPROVED BUDGET
<u>REVENUES:</u>	
Interest Revenue	5,000
Transfer from Other Funds	2,210,292
Appropriated Fund Balance	<u>700,000</u>
TOTAL REVENUES:	<u><u>2,915,292</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>2,915,292</u>
TOTAL EXPENDITURES:	<u><u>2,915,292</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: State Revolving Loan Fund (#418)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Transfers from Other Funds	1,574,806
Appropriated Fund Balance	<u>230,441</u>
TOTAL REVENUES:	<u>1,805,247</u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,805,247</u>
TOTAL EXPENDITURES:	<u>1,805,247</u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Forestry Fund (#420)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Miscellaneous Revenue	77,333
Billboard Rental	35,000
Appropriated Fund Balance	(19,027)
Interest Earnings	<u>4,069</u>
TOTAL REVENUES:	<u><u>97,375</u></u>

EXPENDITURES:

Non-Departmental	<u>97,375</u>
TOTAL EXPENDITURES:	<u><u>97,375</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Golf Course Operating Fund (#450)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Charges for Services	1,192,633
Transfer	<u>57,930</u>
TOTAL REVENUES:	<u><u>1,250,563</u></u>
<u>EXPENDITURES:</u>	
Non Departmental	1,132,155
Golf Course Operating	54,140
Golf Carts	<u>64,268</u>
TOTAL EXPENDITURES:	<u><u>1,250,563</u></u>

Resolution Number: 15-61

FY 2015/16: Information Technology Fund (#501)

PREPARED: September 3, 2015

FINANCE: Finance staff

APPROVED
BUDGET

REVENUES:

Charges for Service	1,625,002
Miscellaneous Revenue	1,500
Appropriated Fund Balance	<u>321,420</u>
TOTAL REVENUES:	<u><u>1,947,922</u></u>

EXPENDITURES:

Information Technology	<u>1,947,922</u>
TOTAL EXPENDITURES:	<u><u>1,947,922</u></u>

Resolution Number: 15-61

FY 2015/16: Vehicle Maintenance Fund (#503)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Charges for Service	893,710
Appropriated Fund Balance	86,583
Misc. Revenue	<u>1,000</u>
TOTAL REVENUES:	<u><u>981,293</u></u>

EXPENDITURES:

Vehicle Maintenance	<u>981,293</u>
TOTAL EXPENDITURES:	<u><u>981,293</u></u>

Resolution Number: 15-61

FY 2015/16: Self Insurance Fund (#504)

PREPARED: September 3, 2015

FINANCE: Finance staff

APPROVED
BUDGET

REVENUES:

Interest Revenue	6,000
Charges for Service	1,703,651
Appropriated Fund Balance	<u>53,644</u>
TOTAL REVENUES:	<u><u>1,763,295</u></u>

EXPENDITURES:

Non-Departmental	<u>1,763,295</u>
TOTAL EXPENDITURES:	<u><u>1,763,295</u></u>

COMPOSITE EXHIBIT A**Resolution Number: 15-61****FY 2015/16: Building Maintenance Fund (#506)****PREPARED: September 3, 2015****FINANCE: Finance staff**

**APPROVED
BUDGET**

REVENUES:

Charges for Services	1,621,054
Interest Revenue	1,850
Appropriated Equity	<u>529,204</u>
TOTAL REVENUES:	<u><u>2,152,108</u></u>

EXPENDITURES:

Building Maintenance	<u>2,152,108</u>
TOTAL EXPENDITURES:	<u><u>2,152,108</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: Loan Pool Fund (#508)
PREPARED: September 3, 2015
FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Interest Revenue	79,636
Appropriated Equity	<u>282,323</u>
TOTAL REVENUES:	<u><u>361,959</u></u>
<u>EXPENDITURES:</u>	
Transfers	<u>361,959</u>
TOTAL EXPENDITURES:	<u><u>361,959</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: POLICE BENEFIT TRST FUND (#606)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Misc Revenue	2,600
Appropriated Fund Balance	<u>8,900</u>
TOTAL REVENUES:	<u><u>11,500</u></u>

EXPENDITURES:

Police	<u>11,500</u>
TOTAL EXPENDITURES:	<u><u>11,500</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: POLICE FORFEITURE TRST FUND (#607)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Cash Forfeitures	10,000
Interest Revenue	1,000
Appropriated Fund Balance	<u>89,000</u>
TOTAL REVENUES:	<u><u>100,000</u></u>

EXPENDITURES:

Police	<u>100,000</u>
TOTAL EXPENDITURES:	<u><u>100,000</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: POLICE EDUCATION TRST FUND (#615)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Police Education

10,000

TOTAL REVENUES:

10,000

EXPENDITURES:

Police

10,000

TOTAL EXPENDITURES:

10,000

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: RECREATION SCHOLARSHIP FUN (#621)

PREPARED: September 3, 2015

FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Charges for Service	28,080
Misc Revenue	12,500
TOTAL REVENUES:	40,580
<u>EXPENDITURES:</u>	
Recreation	40,580
TOTAL EXPENDITURES:	40,580

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: FEDERAL POLICE FORFEITURE FUND (#625)

PREPARED: September 3, 2015

FINANCE: Finance staff

**APPROVED
BUDGET**

REVENUES:

Interest Revenue	1,000
Appropriated Fund Balance	<u>90,000</u>
TOTAL REVENUES:	<u>91,000</u>

EXPENDITURES:

Police	<u>91,000</u>
TOTAL EXPENDITURES:	<u>91,000</u>

COMPOSITE EXHIBIT A

Resolution Number: 15-61

FY 2015/16: PORT ORANGE BUSINESS PARK FUND (#634)
PREPARED: September 3, 2015
FINANCE: Finance staff

	APPROVED BUDGET
<u>REVENUES:</u>	
Port Orange Business Park	<u>16,502</u>
TOTAL REVENUES:	<u><u>16,502</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>16,502</u>
TOTAL EXPENDITURES:	<u><u>16,502</u></u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-62 - Adopting the Final Capital Budget for FY15-16

DEPARTMENT: Finance

RECOMMENDED MOTION:

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 15-62 - Final Capital Budget	Reso. No. 15-62 Final Capital Budget FY 15-16.pdf
2.	Resolution No. 15-62 - Final Capital Budget - Composite Exhibit A	Composite Exhibit A for Reso 15-62 - FY16 Final Capital Budget - Fund Detail.pdf

Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/16/2015
Approved - 09/16/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,410,440; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange approved the Capital Improvement Program for Fiscal Years 2016 - 2021 on August 11, 2015; and

WHEREAS, the proposed program sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the recommended program and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed program has been advertised in a newspaper of general circulation in the City with notice to all citizens that the program is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed program was conducted by the City Council at 6:30 PM on August 11, 2015, in the Lakeside Community Center, 1999 City Center Circle, Port Orange, Florida; and

WHEREAS, a public hearing on the Capital Budget was conducted by the City Council at 6:30 P.M. on September 9, 2015, and on September 22, 2015 in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida; and

WHEREAS, the City Council hereby adopts a final capital budget for fiscal year October 1, 2015 through September 30, 2016 as reflected herein.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
301	Capital Projects	\$ 1,386,124
311	Fire Impact Fee Fund	50,500
312	Transportation Impact Fee	145,000
317	General Capital Projects Fund	644,000
403	W & S Renewal & Replacement	2,621,972
405	W & S Impact Fee	1,137,000
416	Wetland Mitigation Credit	41,775
505	Lease and Replacement	3,164,000
611	Recreation Impact Fee Fund	220,069
Total:		<u>\$ 9,410,440</u>

Section 2. The 2015-2016 fiscal year capital budget for the City of Port Orange for the Capital Projects Fund, Fire Impact Fee Fund, Transportation Impact Fee Fund, General Capital Projects Fund, Water and Sewer Renewal and Replacement Fund, Water and Sewer Impact Fee Fund, Wetland Mitigation Credit Fund, Lease and Replacement Fund, and Recreation Impact Fee Fund, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the City departments, is hereby adopted. An operating summary of the revenues and appropriations by fund is attached hereto as Composite Exhibit A.

Section 3. The final budget adopted in the preceding section shall govern the expenditures for the City during the ensuing fiscal year effective October 1, 2015 through September 30, 2016.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of September, 2015.

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution Number: 15 - 62**

FY 2016 Capital Projects Fund **#301**
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Gasoline Tax	1 - 6 cent	633,175
Gasoline Tax	1 - 5 cent	579,968
Interest Revenue		2,500
Appropriated Fund Equity		170,481
TOTAL REVENUES:		<u>1,386,124</u>

EXPENDITURES:

Public Works Expenditures	1,386,124
TOTAL EXPENDITURES:	<u>1,386,124</u>

COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Fire Impact Fee Fund #311
PREPARED: 9/16/15
FINANCE: Lisa Pallante

APPROVED BUDGET

REVENUES:

Interest Revenue	500
Fire Impact Fee	50,000

TOTAL REVENUES:	<u>50,500</u>
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EXPENDITURES:

Fire Services Expenditures	50,500
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TOTAL EXPENDITURES:	<u>50,500</u>
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COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Transportation Impact Fee Fund #312
PREPARED: 9/16/15
FINANCE: Lisa Pallante

APPROVED BUDGET

REVENUES:

Interest Revenue	5,000
Transportation Impact Fee	140,000

TOTAL REVENUES:	<u>145,000</u>
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EXPENDITURES:

Public Works Expenditures	145,000
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TOTAL EXPENDITURES:	<u>145,000</u>
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COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 General Capital Projects Fund #317
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Transfer from General Fund	500,000
Appropriated Equity	144,000

TOTAL REVENUES:	<u>644,000</u>
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EXPENDITURES:

Non-Departmental Expenditures	644,000
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TOTAL EXPENDITURES:	<u>644,000</u>
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COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Water & Sewer Renewal and Replacement Fund #403
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Transfers from Other Funds	2,400,000
Interest Revenue	5,000
Appropriated Equity	216,972
TOTAL REVENUES:	<u>2,621,972</u>

EXPENDITURES:

Water & Sewer Expenditures	2,621,972
TOTAL EXPENDITURES:	<u>2,621,972</u>

COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Water & Sewer Impact Fee Fund #405
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Impact Fees	600,000
Interest Revenue	1,000
Appropriated Equity	536,000
TOTAL REVENUES:	<u>1,137,000</u>

EXPENDITURES:

Water & Sewer Expenditures	1,137,000
TOTAL EXPENDITURES:	<u>1,137,000</u>

COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Wetland Mitigation Credit Fund #416
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Interest Revenue	5,999
Appropriated Fund Equity	35,776

TOTAL REVENUES:	<u>41,775</u>
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EXPENDITURES:

Non-Departmental Expenditures	41,775
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TOTAL EXPENDITURES:	<u>41,775</u>
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COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Lease and Replacement Fund #505
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Interest Revenue	5,500
Transfer from Other Funds	2,089,926
Appropriated Equity	1,068,574
TOTAL REVENUES:	3,164,000

EXPENDITURES:

Non-Departmental Expenditures	3,164,000
TOTAL EXPENDITURES:	3,164,000

COMPOSITE EXHIBIT A

Resolution Number: 15 - 62

FY 2016 Recreation Impact Fee Fund #611
PREPARED: 9/16/15
FINANCE: Lisa Pallante

	APPROVED BUDGET
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REVENUES:

Recreation Impact Fees	125,000
Appropriated Fund Equity	95,069

TOTAL REVENUES:	<u>220,069</u>
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EXPENDITURES:

Recreation Expenditures	220,069
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TOTAL EXPENDITURES:	<u>220,069</u>
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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-63 - Adopting the Final Millage Rate for FY15-16 for Town Center CRA Tax Increment District

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve Resolution No. 15-63.

SUMMARY:

The attached Resolution will establish the final millage rate of 4.3920 mills for the Town Center Tax Increment District for FY 15-16.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-63	Reso. No. 15-63.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the Town Center Tax increment district operating and capital objectives for fiscal year 2015-2016; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, a public hearing on the final millage rate has been conducted by City Council at 6:30 P.M. on September 9, 2015, and on September 22, 2015, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2015-2016 for the Town Center Tax Increment District of the City of Port Orange is hereby levied at 4.3920 mills per \$1,000.00 of valuation. This final millage rate is a 3% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for tax increment district operating and capital purposes.

Section 2. This resolution shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 22nd day of September, 2015

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-64 - Adopting the Final Operating Budget for Town Center CRA Tax Increment District

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve Resolution No. 15-64.

SUMMARY:

The attached Resolution will establish the final operating budget for the Town Center Tax Increment District for FY 15-16.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-64	Reso. No. 15-64.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL TOWN CENTER TAX INCREMENT
DISTRICT OPERATING BUDGET FOR FISCAL YEAR
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016;
SETTING FORTH ANTICIPATED SOURCES OF REVENUE
IN THE ESTIMATED AMOUNT OF \$443,659; SETTING
FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT;
PROVIDING FOR APPROPRIATION AND PROCEDURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the Town Center Tax increment district of the City of Port Orange for fiscal year 2015-2016 and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the proposed budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been posted on the City's website and is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 6:30 PM on September 9, 2015 and on September 22, 2015, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
103	Tax Increment Town Center Fund	<u>443,659</u>
TOTAL		\$ <u>443,659</u>

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2015-2016 fiscal year operating budget for the Town Center tax increment district of the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the district, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the Town Center tax increment district of the City during the ensuing fiscal year effective October 1, 2015 through September 30, 2016.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed and adopted on the 22nd day of September, 2015

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution Number: 15-64****FY 2016: TAX INCREMENT TOWN CENTER FUND (#103)****PREPARED: Finance Staff****FINANCE: 9/2/2015****PROPOSED
BUDGET****REVENUES:**

Advalorem Tax	42,386
Interest Revenue	1,000
Rentals	24,000
Intergovernmental Revenue	70,633
Transfers from other Funds	304,029
Appropriated Fund Balance	1,611
TOTAL REVENUES:	443,659

EXPENDITURES:

Tax Increment Town Center expenses	443,659
TOTAL EXPENDITURES:	443,659



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-65 - Adopting the Final Millage Rate for FY 15-16 for Eastport CRA Tax Increment District

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve Resolution No. 15-65.

SUMMARY:

The attached Resolution will establish the final millage rate of 4.3920 mills for the Eastport Tax Increment District for FY 15-16.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-65	Reso. No. 15-65.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the Eastport Tax increment district operating and capital objectives for fiscal year 2015-2016; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, a public hearing on the final millage rate has been conducted by City Council at 6:30 P.M. on September 9, 2015, and on September 22, 2015, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2015-2016 for the Eastport Tax Increment District of the City of Port Orange is hereby levied at 4.3920 mills per \$1,000.00 of valuation. This final millage rate is a 3% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for tax increment district operating and capital purposes.

Section 2. This resolution shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 9th day of September, 2015

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-66 - Adopting the Final Operating Budget for FY 15-16 for Eastport CRA Tax Increment District

DEPARTMENT: Finance

RECOMMENDED MOTION:

Move to approve Resolution No. 15-66.

SUMMARY:

The attached Resolution will establish the final operating budget for the Eastport Tax Increment District for FY 15-16.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-66	Reso. No. 15-66.pdf
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Fenwick, Robin
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL EASTPORT TAX INCREMENT
DISTRICT OPERATING BUDGET FOR FISCAL YEAR
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016;
SETTING FORTH ANTICIPATED SOURCES OF REVENUE
IN THE ESTIMATED AMOUNT OF \$187,834; SETTING
FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT;
PROVIDING FOR APPROPRIATION AND PROCEDURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the Eastport Tax increment district of the City of Port Orange for fiscal year 2015-2016 and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the proposed budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been posted on the City's website and is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 6:30 PM on September 9, 2015 and on September 22, 2015, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
102	Tax Increment Eastport Fund	<u>187,834</u>
TOTAL		\$ <u>187,834</u>

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2015-2016 fiscal year operating budget for the Eastport tax increment district of the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the district, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the Eastport tax increment district of the City during the ensuing fiscal year effective October 1, 2015 through September 30, 2016.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed and adopted on the 22nd day of September, 2015

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution Number: 15-66****FY 2016: TAX INCREMENT EASTPORT FUND (#102)****PREPARED: Finance Staff****FINANCE: 9/2/2015**

	PROPOSED BUDGET
<u>REVENUES:</u>	
Advalorem Tax	59,699
Intergovernmental Revenue	99,482
Appropriated Fund Balance	27,153
Interest	1,500
TOTAL REVENUES:	187,834
<u>EXPENDITURES:</u>	
Eastport Tax Increment expenses	187,834
TOTAL EXPENDITURES:	187,834



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-34 - LDC Amendment/Medical Marijuana Related Uses; Case No. 15-25000002

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance 2015-34, amending Chapters 2, 12, 16, 17, and 18 of the Land Development Code relating to medical marijuana uses.

SUMMARY: Planning Commission Action (8/27/15): Recommended Approval

The City's Land Development Code (LDC) does not contain definitions or comprehensive regulations for the uses associated with medical marijuana because prior to the potential for the legalization of medical marijuana these were not lawful uses. In October 2014, the City Council passed a 365-day moratorium on uses related to medical marijuana in order to provide time to develop appropriate regulations.

If the Florida Right to Medical Marijuana Initiative Amendment is approved in 2016, it is unclear what regulations will be imposed by the DOH or by the legislature and if local governments will be pre-empted by state law in their ability to create local legislation to implement appropriate zoning regulations. Local ordinances adopted prior to adoption of State regulations may need to be amended to comply with State law or could potentially be grandfathered-in.

The proposed LDC amendments include:

- a) clearly defining medical marijuana cultivation, medical marijuana dispensaries, and medical marijuana processing facilities;
- b) adding medical marijuana dispensaries as a Special Exception use in the Community Commercial (CC) zoning district;
- c) adding medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses within the Commercial Industrial (CI) and Light Industrial (LI) zoning districts;
- d) adding medical marijuana related uses to the list of prohibited home occupations; and
- e) adding parking requirements for medical marijuana related uses.

The proposed regulations are intended to prevent the accumulation of these uses in a concentrated area, limit potential negative impacts to surrounding businesses and residential properties, and ensure that public health, safety, and general welfare are protected.

Project Funding Account

No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2015-34	Ord 2015-34 Medical Marijuana LDC Am 9.14.15.pdf
2.	Staff Report	Staff Report.pdf

Cruz, Penelope
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/28/2015
Approved - 08/28/2015
Approved - 09/15/2015
Final Approval - 09/17/2015

ORDINANCE NO. 2015-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2 TO ADD DEFINITIONS RELATED TO MEDICAL MARIJUANA; AMENDING CHAPTER 12 TO ADD PARKING REQUIREMENTS FOR MEDICAL MARIJUANA RELATED USES; AMENDING CHAPTER 16 TO ADD MARIJUANA RELATED USES TO THE LIST OF PROHIBITED HOME OCCUPATIONS; AMENDING CHAPTER 17 TO ADD MEDICAL MARIJUANA DISPENSARIES AS A SPECIAL EXCEPTION USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT; TO ADD MEDICAL MARIJUANA CULTIVATION AND MEDICAL MARIJUANA PROCESSING FACILITIES AS SPECIAL EXCEPTION USES IN THE COMMERCIAL INDUSTRIAL (CI) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; AMENDING CHAPTER 18 TO ADD SPECIAL REQUIREMENTS FOR THESE SPECIAL EXCEPTION USES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council recognizes that the State of Florida has authorized the limited use of medical marijuana for certain medical conditions by its adoption of the Compassionate Medical Cannabis Act of 2014 codified at Section 381.986 of the Florida Statutes; and

WHEREAS, the Florida Right to Medical Marijuana Initiative Amendment, was very nearly adopted by voters in November of 2014 which would have provided for a more broad scale use of medical marijuana; and

WHEREAS, the above mentioned initiative is coming back before the voters for consideration in 2016; and

WHEREAS, in order to establish the land use and zoning framework for medical marijuana, a previously undefined use, certain amendments to the Land Development Code are necessary; and

WHEREAS, staff has reviewed various publications addressing the direct and secondary impacts relating to the legalization of marijuana, including *Planning for Marijuana: The Cannabis Conundrum* (Journal of the American Planning Association, 2014), *The Legalization of Marijuana in Colorado: The Impact* (Rocky Mountain HIDTA, 2013), White Paper on Marijuana Dispensaries (California Police Chiefs Association's Task Force on Marijuana Dispensaries, 2009), and various regulatory ordinances from cities in Florida and throughout the United States; and

WHEREAS, City Council finds it necessary to impose certain special exception requirements to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties, and to ensure that public health, safety, and general welfare are protected; and

WHEREAS, the Planning Commission has recommended adoption of this Ordinance to amend the Land Development Code; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to add the following definitions in alphabetic order:

Chapter 2 – DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Marijuana. Any form or variant or species of the cannabis plant including but not limited to cannabis sativa L., C. ruderalis, C. indica and its constituent cannabinoids, such as tetrahydrocannabinol (THC) and cannabidiol (CBD) commonly referred to as marijuana.

Medical marijuana. Marijuana used or intended to be used for a medical purpose that is currently legal to possess, or may become legal to possess in the State of Florida.

Medical marijuana cultivation. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested in any soil or hydroponic medium.

Medical marijuana dispensary. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana or marijuana-based products are purchased, possessed, dispensed, or administered for medical purposes as identified by a valid prescription and operated in accordance with all federal, state, and local laws.

Medical marijuana processing facility. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana, marijuana-based products, or marijuana plants are prepared, converted or processed, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging of the substance or labeling or relabeling of its container.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to add the following medical marijuana related parking requirements to the commercial (retail) matrix to subsection 4(b)(6):

Chapter 12 – ROADS AND VEHICULAR USE AREAS

Section 4: - Parking.

(b) Required off-street parking spaces.

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
Retail:			
	<u>Medical marijuana dispensary</u>	<u>1 space/200 square feet</u>	<u>.05 per required parking space</u>
Industrial			
	<u>Medical marijuana cultivation</u>	<u>1 space/1,000 square feet of area devoted to marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested</u>	<u>0</u>
	<u>Medical marijuana processing facility</u>	<u>1 space/600 square feet of gross floor area devoted to processing, plus the required parking for square footage devoted to other uses</u>	<u>0</u>

SECTION 3: The City Council hereby amends Chapter 16, Section 2 of the Land Development Code, to read as follows:

Chapter 16 - MISCELLANEOUS REGULATIONS

Section 2: - Home occupations.

(a) – (b) [*Remain Unchanged*]

(c) *Prohibited home occupations.*

(1) – (12) [*Remain Unchanged*]

(13) Cultivation, processing or dispensing of marijuana or marijuana-based products.

(1314) Any use not specifically permitted by chapter 16, section 2(b) above.

(d) [*Remains Unchanged*]

SECTION 4: The City Council hereby amends Chapter 17, Section 21 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 21: - Community commercial (CC) district.

(a) – (bb) [Remain Unchanged]

- (c) *Special exception uses* (chapter 18, section 3).
 - (1) Bars, lounges, and night clubs (subsection 3).
 - (2) Fortune tellers, astrologers, and palm readers (subsection 6).
 - (3) Game/recreation facilities (subsection 7).
 - (4) Guyed and lattice communication towers.
 - (5) Marina, recreational (subsection 9.6).
 - (6) Medical marijuana dispensary (subsection 9.8).
 - ~~(67)~~ Mini-warehouses (subsection 10).
 - ~~(78)~~ Motor vehicle and boat storage facilities (subsection 12).

(d) [*Remains Unchanged*]

SECTION 5: The City Council hereby amends Chapter 17, Section 23 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 23: - Commercial industrial (CI) district.

(a) – (c) [Remain Unchanged]

- (d) *Special exception uses* (chapter 18, section 3).
 - (1) Guyed and lattice communication towers.
 - (2) Medical marijuana cultivation (subsection 9.7).
 - (3) Medical marijuana processing facility (subsection 9.7).
 - ~~(24)~~ Used motor vehicle parts yards (subsection 23).

SECTION 6: The City Council hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 24: - Light Industrial (LI) district.

(a) – (c) [Remain Unchanged]

- (d) *Special exception uses* (chapter 18, section 3).
 - (1) Marina, commercial/industrial (subsection 9.5).
 - (2) Medical marijuana cultivation (subsection 9.7).
 - (3) Medical marijuana processing facility (subsection 9.7).
 - ~~(24)~~ Truck stops (subsection 21).

SECTION 7: The City Council hereby amends Chapter 18, Section 3 of the Land Development Code, to read as follows:

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS

Section 3: - Special requirements for special exception uses.

- (a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.
- (b) *Special development requirements.*
 - (1) – (9.6) *[Remain Unchanged]*
 - (9.7) Medical Marijuana Cultivation or Medical Marijuana Processing Facility (CI, LI).
 - (a) On-premise sales. Sales, distribution, dispensing, or administration of medical marijuana or marijuana-based products shall be prohibited on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
 - (b) On-premise consumption. No marijuana or marijuana-based products shall be smoked, ingested, or otherwise consumed on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
 - (c) Separation distances. The proposed site shall be at least 1,000 feet from the nearest pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana dispensary, or another medical marijuana cultivation or medical marijuana manufacturing facility, measured lot line to building.
 - (d) The proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients.
 - (e) Site lighting. The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times during business hours.
 - (f) Display of state registration. Any medical marijuana cultivation center or medical marijuana processing facility shall be validly registered with the State of Florida, if required, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner responsible for compliance with state and city law.
 - (g) Compliance with other laws. All medical marijuana cultivation centers or medical marijuana processing facilities shall at all times be in compliance with all federal, state and local laws and regulations.
 - (9.8) Medical Marijuana Dispensary (CC).
 - (a) Loitering. A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitees to stand, sit (including in a parked car), or gather or loiter outside of the building where

the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive, transact business and depart. The medical marijuana dispensary shall post conspicuous signs on all exterior sides of the building or tenant space that no loitering is allowed on the property.

- (b) *On-premise consumption.* No marijuana or marijuana-based products shall be smoked, ingested, or otherwise consumed on the premises, unless administered by a licensed physician. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
- (c) *Alcohol and controlled substances.* No alcohol or other controlled substances (other than those types of marijuana approved for sale by the state Department of Health) shall be consumed, made available, sold, offered for sale, given, distributed, traded, or otherwise provided on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings of the medical marijuana dispensary.
- (d) *Separation distances.* The proposed site shall be at least 1,000 feet from the nearest pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana cultivation center, medical marijuana processing facility, or another medical marijuana dispensary, measured lot line to building.
- (e) *Hours of operation.* A medical marijuana dispensary may only operate Monday through Friday and only between the hours of 7:00 a.m. and 9:00 p.m.
- (f) The proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients.
- (g) *Site lighting.* The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times during business hours.
- (h) *Display of state registration.* Any medical marijuana dispensary shall be validly registered with the State of Florida, if required, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner and designated physician responsible for compliance with state and city law.
- (i) *Compliance with other laws.* All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.

SECTION 8: CONFLICTING ORDINANCES.

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

SECTION 9: CODIFICATION.

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

SECTION 10: SEVERABILITY.

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

SECTION 11: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Assistant City Attorney



STAFF REPORT

LDC Amendment/Medical Marijuana Related Uses

Case No. 15-25000002

REQUEST: To amend Chapter 2 of the Land Development Code (LDC) to add definitions related to medical marijuana; amend Chapter 12 to add parking requirements for medical marijuana related uses; amend Chapter 16 to add marijuana related uses to the list of prohibited home occupations; amend Chapter 17 of the LDC to add medical marijuana dispensaries as a Special Exception use in the Community Commercial zoning district; to add medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses in the Commercial Industrial and Light Industrial zoning districts; and amend Chapter 18 of the LDC to add special requirements for these Special Exception uses.

PLANNING COMMISSION

RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Penelope Cruz, Principal Planner (386) 506-5671

CITY COUNCIL DATE: September 22, 2015

BACKGROUND:

In June 2014, the Compassionate Medical Cannabis Act of 2014 (CMCA) was signed into law by the Governor. The Florida Department of Health (DOH) has been charged with adopting rules necessary to implement the CMCA. On January 1, 2015, the CMCA authorized Florida licensed medical doctors and Florida licensed osteopathic physicians to order low-THC cannabis to patients suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms. The CMCA also authorizes the establishment of five dispensing organizations to ensure reasonable statewide accessibility and availability necessary for patients registered in the compassionate use registry.

In November 2014, the Florida Right to Medical Marijuana Initiative Amendment did not obtain the required 60% supermajority vote for an amendment to pass (reaching 57.62%). However, this proposed constitutional amendment is expected to be on the November 2016 ballot. With the CMCA in place and in anticipation of the Florida Right to Medical Marijuana Initiative Amendment possibly passing in 2016, cities around Florida are addressing medical marijuana related uses in their zoning regulations.

The proposed constitutional amendment would allow the medical use of marijuana for individuals with debilitating diseases as determined by a licensed Florida physician. It

would also create entities called "Medical Marijuana Treatment Centers" which are authorized to acquire, cultivate, possess, process (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, or administer marijuana, products containing marijuana, related supplies, and educational materials to qualified patients or their personal caregivers who are registered by the DOH. In addition, the amendment would authorize individuals known as "personal caregivers" to assist "qualifying patients" with their medical marijuana treatment and a personal caregiver could assist up to five (5) people at one time. If that caregiver is an employee of a hospice provider, nursing or medical facility, they may assist more than five (5) people at one time, with no limit.

DISCUSSION:

The City's Land Development Code (LDC) does not contain definitions or comprehensive regulations for the uses associated with medical marijuana because prior to the potential for the legalization of medical marijuana these were not lawful uses. In October 2014, the City Council passed a 365-day moratorium on uses related to medical marijuana in order to provide time to develop appropriate regulations.

If the Florida Right to Medical Marijuana Initiative Amendment is approved in 2016, it is unclear what regulations will be imposed by the DOH or by the legislature and if local governments will be pre-empted by state law in their ability to create local legislation to implement appropriate zoning regulations. Local ordinances adopted prior to adoption of State regulations may need to be amended to comply with State law or could potentially be grandfathered-in.

Proposed Amendment:

The proposed LDC amendments include:

- a) clearly defining medical marijuana cultivation, medical marijuana dispensaries, and medical marijuana processing facilities;
- b) adding medical marijuana dispensaries as a Special Exception use in the Community Commercial (CC) zoning district;
- c) adding medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses within the Commercial Industrial (CI) and Light Industrial (LI) zoning districts;
- d) adding medical marijuana related uses to the list of prohibited home occupations; and
- e) adding parking requirements for medical marijuana related uses.

Proposed Definitions

Medical marijuana cultivation. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested in any soil or hydroponic medium.

Medical marijuana dispensary. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana or marijuana-based products are purchased, possessed, dispensed, or administered for medical

purposes as identified by a valid prescription and operated in accordance with all federal, state, and local laws.

Medical marijuana processing facility. A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana, marijuana-based products, or marijuana plants are prepared, converted or processed, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging of the substance or labeling or relabeling of its container.

Special Exception Proposed Requirements

According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare. All requests for Special Exception uses must be reviewed by the Planning Commission and approved by the City Council.

All Special Exception uses must address a set of standard review criteria (traffic generation, parking, landscaping, etc.; see Exhibit A) along with use specific criteria. Staff has reviewed various publications such as *Planning for Marijuana: The Cannabis Conundrum* (Journal of the American Planning Association, 2014), *The Legalization of Marijuana in Colorado: The Impact* (Rocky Mountain HIDTA, 2013), White Paper on Marijuana Dispensaries (California Police Chiefs Association's Task Force on Marijuana Dispensaries, 2009), and various regulatory ordinances from cities in Florida and throughout the United States.

Staff is proposing additional requirements for medical marijuana related uses based on the various publications and regulatory ordinances researched. These requirements, such as separation requirements, are also generally similar to the other special exception uses, such as, bars, lounges, night clubs and adult entertainment already established in the LDC. Some of the requirements apply to all three of the medical marijuana related use categories, while others apply only to dispensaries. The proposed requirements are intended to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties. The intent of the proposed regulations is to ensure that public health, safety, and general welfare are protected.

1. Posting signs prohibiting loitering on the property (applies to dispensary)

One of the issues associated with medical marijuana dispensaries in states that allow use of medical marijuana is customers loitering in parking lots for periods of time longer than reasonably required and inconveniencing visitors of other uses within a multitenant building or site. This rule would require "No Loitering" signs to be posted on the exterior of the building or tenant space where medical marijuana dispensaries are located in order to promote safety of persons or property in the vicinity, maintain efficient and safe traffic circulation, and maintain access to other tenant spaces in a multi-tenant building.

2. *No on-premise sales (applies to cultivation and processing facility)*

On-premise sales is considered a retail use which is permitted in commercial zoning districts, not in the industrial zoning districts.

3. *No on premise consumption, unless administered by a licensed physician (applies to all)*

As with other prescription drugs, marijuana consumption can cause harmful side-effects. Marijuana being consumed on-premise poses a significant threat to the health, safety and welfare of those individuals in the immediate surroundings (if consumed by ignition) and the patient consuming the drug. Prohibiting on-premise consumption will protect the general public and marijuana based company employees from the potentially harmful side-effects of the drug, and will also prevent patients and other effected persons from operating vehicles while under the influence of marijuana.

4. *No on-premise consumption of alcohol (applies to dispensary)*

Marijuana has been legalized only for the narrow medical purpose of treating certain designated illnesses. Thus, marijuana dispensaries must maintain the appearance of a professional clinical setting to avoid deterring patients who have a legitimate medical necessity from patronizing dispensary location. Also, the combination of prescription drugs and alcohol could present significant traffic safety concerns for patients commuting to and from the dispensary. Prohibiting the on-premise consumption of alcohol will ensure that dispensaries maintain a clinical and professional appearance while also serving to deter the dangerous combination of prescription drugs and alcohol which could adversely impact the safety of patients and others.

5. *1,000-foot separation from a school, house of worship, day care facility, public park, drug treatment facility, half-way house, or another medical marijuana related use (applies to all)*

Separation from schools, houses of worship, public parks, and similar uses is the most common criterion listed in the LDC for Special Exception uses. A separation distance from another similar use is intended to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties. Separation distances from schools, houses of worship, and public parks are intended to limit potential negative impacts to surrounding businesses and residential properties for the health, safety and welfare of the general public.

6. *Hours of operation limited from 7:00 a.m. to 9:00 p.m. (applies to dispensary)*

Limiting the hours of operation is intended to limit potential negative impacts to surrounding businesses and residential properties. Many medical offices, medical retail stores and specialty pharmacies such as Florida Health Care Plans

Pharmacies, Avella Specialty Pharmacy (Lake Mary), and Walgreens Specialty Pharmacy (Oviedo, Orlando) are closed around 6 p.m.

7. *No delivery to patients (applies to all)*

Due to the product being sold and the potential for substantial amounts of cash that would be on hand, the proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients to help deter crime, limit potential negative impacts to surrounding businesses and residential properties, and for the health, safety and welfare of the general public.

8. *Site must be lighted so that all areas are clearly visible at all times during business hours (applies to all)*

Due to the product being sold and the amount of cash on hand in medical marijuana dispensaries and treatment centers, and the amount of product being housed in cultivation centers and manufacturing facilities, site lighting can help deter crime and provide security for employees and patrons.

9. *Display state registration and all required licenses, the name of the owner responsible for compliance with state and city law (applies to all)*

Proposed medical marijuana related uses must be validly registered with the State of Florida, if required. Any required registration must be prominently displayed in a public area near the main entrance, including copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner (and designated physician for dispensaries) responsible for compliance with state and city law. This will clearly identify the business as a legitimate business approved by the City and assist in the enforcement of the adopted regulations and all applicable laws.

10. *Compliance with other laws (applies to all)*

To address federal and state laws that are beyond the purview of local zoning regulations.

RECOMMENDATION:

Approval of the amendments to Chapters 2, 12, 16, 17, and 18 of the Land Development Code regarding uses related to medical marijuana.

ATTACHMENTS:

Exhibit A – Standard Review Criteria for Special Exceptions

Exhibit B – Proposed LDC Amendment (~~striketrough~~/underline format) (see Ordinance)

Exhibit A – Standard Review Criteria for Special Exceptions

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS

Section 2: - Special exceptions.

(d) Special requirements and conditions.

(1) *Conditions and safeguards.* In granting any special exception, the planning commission may recommend and the city council may prescribe appropriate conditions and safeguards to ensure compliance with the requirements of this chapter and the code in general. Such conditions may include time limits for the initiation of the special exception use, specific minimum or maximum limits to regular code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter.

(2) *Review criteria.* When reviewing an application for a special exception, the planning commission and city council shall consider the following requirements and criteria:

- (a) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;
- (b) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;
- (c) Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;
- (d) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development; and
- (e) Size, location or number of special exception uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Charter Review Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to appoint Newton White and Willie Scales to the Charter Review Board.

SUMMARY: There are two (2) vacancies on the Charter Review Board. Newton White and Willie Scales have submitted their applications for service on the Board. The terms are for three (3) years and will expire on July 15, 2018.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Newton White application	Newton White application.pdf
2.	Willie Scales application	Willie Scales application.pdf

Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 08/31/2015
Final Approval - 09/17/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, January 29, 2013 8:17 AM
To: Fenwick, Robin
Subject: Volunteer Application - Newton White



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Newton White on 01/29/2013

Personal Information

Name: Newton White
Date of Birth: 10/20/1964
Telephone: 386-299-1685
E-mail: nwhite4@cfl.rr.com
Business Telephone:
Address: 510 Renner Road Port Orange FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? about 38 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Tom Harbin 10160 Hwy 79 Mc Kenzie TN 38201 386-383-1705
Reference 2: Joel Meister (Publix Dunlawton Sq.) 386-788-2220
Reference 3: Alan Green 1000 city center Port Orange 32127 386-295-0682

Education

High School: Warner Christian Academy
Date Graduated High School: //1982

College: Daytona State College
Date Graduated College: //
Degree: did not finish

Work Experience

Have worked in security and manufacturing. Currently working for Publix Supermarkets for 27+ years

Interests/Activities

Community Involvement

Why do you desire to serve on these boards?

I desire to be involved in the future of my/our community.

Resume/Additional Information

Selected Boards/Commissions

Eastport Community Redevelopment Agency
Town Center Community Redevelopment Agency

Order of Preference

Town Center Eastport

Signature: Newton White

Date: 01/29/2013

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Thursday, April 09, 2015 6:09 PM
To: Fenwick, Robin
Subject: Volunteer Application - Willie Scales



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Willie Scales on 04/09/2015

Personal Information

Name: Willie Scales
Date of Birth: 12/22/1959
Telephone: 386-310-4213
E-mail: wwss41@att.net
Business Telephone:
Address: 405 North Willow Ave.
Are you a registered voter in Port Orange? Yes
City Council District: Port Orange
How long have you been a resident of Port Orange? 5 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Sally Wesoricks, 6170 Peterson Ridge NE, Rockford, MI 49341 616-866-2540
Reference 2: Kathleen Trutschel, 123 Palm Drive, Daytona Beach, FL 32117 386-257-9337
Reference 3: Nancy Burgess Hall 386-255-0377

Education

High School: T P S Nashville, TN
Date Graduated High School: 06/01/1979

College:

Date Graduated College: //

Degree:

Work Experience

City of Grand Rapids Parks and Recreation in Michigan for 25 years

Interests/Activities

Coach of Daytona Bats Blind Beep Baseball, and involve in several Blind Organizations and I am legally blind.

Community Involvement

Member of the Council of the Blind and Blind Beep Baseball

Why do you desire to serve on these boards?

To be more involve in the local community

Resume/Additional Information

Selected Boards/Commissions

Code Enforcement Board
~~City Manager Selection Committee~~
Civil Service Board
Parks and Recreation Board
Planning Commission

Order of Preference

Signature: Willie Scales

Date: 04/09/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Planning Commission Appointments

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Motion to appoint three (3) members to the Planning Commission.

SUMMARY: Three terms are set to expire in September 2015 - Richard Barker, Sonya Laney, and John Junco. All three have indicated their willingness to continue serving on the Commission for another term. Attached are applications submitted for your review.

In addition, the following individuals have submitted applications (attached) for service on the Planning Commission:

Darrel Bofamy
Maria Mills-Benat
Jeremy Terhune
Newton White

The term is for two (2) years and will expire in September 2017.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Newton White application	Newton White application.pdf
2.	Darrel Bofamy application	Darrel Bofamy application.pdf
3.	John Junco application & resume	John Junco application & resume.pdf
4.	Maria Mills-Benat application	Maria Mills-Benat application.pdf
5.	Jeremy Terhune application	Jeremy Terhune application.pdf
6.	Sonya Laney Application & Resume	Sonya Laney application & resume.pdf

Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 09/16/2015
Final Approval - 09/17/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, January 29, 2013 8:17 AM
To: Fenwick, Robin
Subject: Volunteer Application - Newton White



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Newton White on 01/29/2013

Personal Information

Name: Newton White
Date of Birth: 10/20/1964
Telephone: 386-299-1685
E-mail: nwhite4@cfl.rr.com
Business Telephone:
Address: 510 Renner Road Port Orange FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? about 38 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Tom Harbin 10160 Hwy 79 Mc Kenzie TN 38201 386-383-1705
Reference 2: Joel Meister (Publix Dunlawton Sq.) 386-788-2220
Reference 3: Alan Green 1000 city center Port Orange 32127 386-295-0682

Education

High School: Warner Christian Academy
Date Graduated High School: //1982

College: Daytona State College
Date Graduated College: //
Degree: did not finish

Work Experience

Have worked in security and manufacturing. Currently working for Publix Supermarkets for 27+ years

Interests/Activities

Community Involvement

Why do you desire to serve on these boards?

I desire to be involved in the future of my/our community.

Resume/Additional Information

Selected Boards/Commissions

Eastport Community Redevelopment Agency
Town Center Community Redevelopment Agency

Order of Preference

Town Center Eastport

Signature: Newton White

Date: 01/29/2013

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>3</u>	Environmental Advisory Board	<u>2</u>	Library Advisory Board
<u>1</u>	Construction Regulation Board*		Parks and Recreation Board
	Code Enforcement Board*		Planning Commission*
	Charter Review Board		City Manager Selection Committee
	Civil Service Board		Audit & Budget Advisory Board
	Districting Commission		Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Botamy Date of Birth 2-16-44
Address 5761 White Acres Lane P.O. 32127
Home Telephone 386 682 6424
E-Mail Address DCBotamy@gmail.com
Business Telephone 386 795 7660

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DR Shores

If yes, when and which Board? S. Daytona Currently
DR Shores - 1987-91

2. REFERENCES – Please list three references (business and/or personal)

Dave Duckitt 386 547-0137 932 Countryside W.
Name, address, and telephone number P.O. #

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Pastor Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H.R. Block Mortgage
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Cardwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating

6. COMMUNITY INVOLVEMENT

Past: Little League Coach,
H Lopez School Board member - chaired
Finance Committee and F.L. V.P. Boosters Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☒ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John A Junco Date of Birth 11/22/62

Address 641 Devon ST. Port Orange FL. 32127

Home Telephone 386 299-4951

E-Mail Address JJD DAYTONA @ AOL. Com

Business Telephone (386) 767-0871

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 4

How long have you been a resident of Port Orange? 20 years

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board? SHIP Board, Districting Commission, City Manager Selection Committee, Construction Regulation Board, Planning Commission.

2. REFERENCES – Please list three references (business and/or personal)

Ken Parker Port Orange (386) 756-0822
Name, address, and telephone number

Mayor Allen Green Port Orange (386) 295-0682
Name, address, and telephone number

Frank Bruno Ponce Inlet (386) 341-2021
Name, address, and telephone number

3. EDUCATION

High School Connetquot HS Date Graduated 1980

College Embry Riddle Date Graduated 1992 Degree BA Air Science

4. WORK EXPERIENCE 23 yrs as a General Contractor

5. INTERESTS/ACTIVITIES Serve on the Boy Scout Eagle Review Board for the Eagle rank in Boy Scouts. Won Unit Commissioner of the year in 2012

6. COMMUNITY INVOLVEMENT Currently Serving on The Board of Directors for "Port Orange Family Days" Have currently served 5 yrs.

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

This is my city, My past service to the city reflects my volunteerism and passion to continue to see our city to continue to grow in a positive direction.

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

John A. Gura
Signature

9/3/15
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMIC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John A. Junco
641 Devon St.
PORT ORANGE FLORIDA, 32127
(386) 767-0871 cell (386-299-4951
www.newhorizonconstruction.com

SUMMARY

A Licensed General Contractor in Florida for 23 years. Doing construction in central Florida and inspections for all major insurance companies in the surrounding area. Familiar with all phases of construction from site planning, supervising & drawing, thru all levels of residential & Commercial construction. A thorough knowledge of Florida Building Code, Standard Residential & Commercial Building Code,

EXPERIENCE

1993 - present

President Of New Horizon Construction Inc.

- Certified General Contractor
- General Contractor & Builder in Volusia & Flagler County for 23 years.
- Building, renovating & Rehab work for the City of Daytona Beach & City of Port Orange
- Performing bids and permit and contracts. Scheduling & supervises trades, construction deliveries and inspections on all construction jobs.
- Completing all construction drawings for awarded jobs.
- Maintaining payroll and all required administrated duties.
- Conducting home inspections for over 20 insurance agencies in the Volusia and Flagler counties.
- Worked with the City of Daytona Beach and Bunnell building Ship homes.

1988-1992

Attended Embry Riddle Aeronautical University

1981-1987

Veteran United States Navy training aircrew and S.E.R.E (survival school) Honorable Discharge.

**FORMAL
EDUCATION**

- BA degree in Aeronautical Science from Embry Riddle University
- Suffolk County Community College
- Navy Training in Aviation Electronics and Flight

**PROFESSIONAL
MEMBERSHIPS /
CERTIFICATIONS/
LICENSES**

- Currently serves as a commissioner for the City Planning board for Port Orange
- Served the City Manager Selection Committee for Port Orange
- Unit Commissioner for the Boy Scouts of America and served on the District counsel. Awarded Unit Commissioner of the year 2012
- Serves on County Let's move Volusia Youth program.
- Was a member of FBHA and VHBA for 13 years
- Sat on the Construction Regulation Board for the City of Port Orange (Vice Chair).
- Sat on the committee for the S.H.I.P program for the City of Port Orange.
- General Contractor in Volusia County, Flagler County and City of Daytona Beach, Central Florida
- Hosted Hurricane Survival for the Homeowner aired on Brighthouse channel 199 (POG TV) & WCEU PBS Station (series Show)
- Currently Serving on the board of Directors for Port Orange Family Days 5 years.
- Currently serving on the Boy Scouts of America Eagle Review Board for the Eagle rank in Boy Scouts.

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Friday, January 06, 2012 7:44 PM
To: Fenwick, Robin
Subject: Volunteer Application - Maria Mills-Benat



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Maria Mills-Benat on 01/06/2012

Personal Information

Name: Maria Mills-Benat
Date of Birth: 03/02/1971
Telephone: 386-366-1882
E-mail: agourmetaffaircatering@gmail.com
Business Telephone: 386-366-1882
Address: 1710 Bordeaux Ct. Port Orange, Fl. 32128
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 30+ years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Debbie Connors 3431 Ridgewood Avenue Port Orange, FL 32129 (386) 761-1601
Reference 2: Robin Monzingo 1737 N. Clyde Morris Blvd., Suite 140 Daytona Beach, FL 32117 386-274-3274 Ext. 5851
Reference 3: Amy Workoski 212-8769

Education

High School: Spruce Creek High School
Date Graduated High School: 06/18/1989
College: Flagler & DBCC
Date Graduated College: 06/01/1993
Degree: Early Childhood Learning

Work Experience

Teacher, Business Owner of a retail storefront in PO (now closed) Catering.

Interests/Activities

I like long walks on the beach at sun rise.. Spending time with friends and family, Going to Disney, Community events such as Family Days, parks & Rec sports etc. going to the beach, computer time. Social time.

Community Involvement

9 years on the Port Orange Family Days Community Trust Committee, and 3 years on the Board of Directors. 2011 Graduate of the PO/SD Leadership program Chairperson for Port Orange Relay For Life. PTA Board at Cypress Creek Elem. Ambassador for Port Orange Hospice Volunteer at CCE Committee for Autism Speaks of Port Orange Various volunteer work throughout Port Orange and Daytona Beach

Why do you desire to serve on these boards?

I wish to get a better grasp on community activities and planning. I want to help shape the future of Port Orange for my children, and the community as a whole. I have a servant heart and love volunteering. I am a hard worker and want to be more involved. This community is my home. I've never left, and never will.

Resume/Additional Information

I am a business owner, wife and Mother of 3. I serve boards and organizations with 100% support of my family, and enjoy every minute of it, usually dragging them along :) Thank you for your consideration.

Selected Boards/Commissions

Environmental Advisory Board•
Civil Service Board •
•Town Center Community Redevelopment Agency
Parks and Recreation Board •
Planning Commission•
General Employees Pension Board➤
Police Pension Board
Fire Pension Board

Order of Preference

Planning Commission Environmental Parks and Rec Town Center Civil Service Pension

Signature: Maria Mills-Benat

Date: 01/06/2012

Fenwick, Robin

Planning

From: donotreply@port-orange.org
Sent: Sunday, October 05, 2014 10:38 AM
To: Fenwick, Robin
Subject: Volunteer Application - Jeremy Terhune



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Jeremy Terhune on 10/05/2014

Personal Information

Name: Jeremy Terhune
Date of Birth: 08/28/1986
Telephone: 386-385-8374
E-mail: jeremy.terhune@gmail.com
Business Telephone: 386-267-7500
Address: 664 Reillys Rd Port Orange, FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: District 4
How long have you been a resident of Port Orange? 6 Years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Greg Cardino, 9 Arkia At Lionspaw, Daytona Beach 32124, 386-405-2220
Reference 2: Christopher Norris, 640 N Amelia Ave, DeLand, FL 32724, (903) 216-3658
Reference 3: John Lamers, 1575 Palm Bay Rd., N.E.. Suite 110. Palm Bay, FL 32905, (321) 446-2598

Education

High School: Mainland High School
Date Graduated High School: 05/26/2004

College: Daytona State College/University of Central Florida
Date Graduated College: 08/26/2014
Degree: BA: Political Science

Work Experience

I have worked at Bright House Networks over the past 9 years both in customer facing and non-customer facing positions.

Interests/Activities

I am an avid cyclist, sailor, hiker, and outdoors man.

Community Involvement

I have volunteered in the past as a sailing instructor at HSA (Halifax Sailing Association) a non-profit organization which provides an outlet for adults and youths to learn to sail.

Why do you desire to serve on these boards?

I am interested in giving back to my community and I am looking for a chance to be able to make a difference in Port ange.

Resume/Additional Information

Profile Highly skilled account representative with six years of client acquisition and supervision experience. Knowledgeable in a sales environment with an intangible service. Experienced communicator, team player, and self-starter. Education Daytona State College Associate of the Arts, A.A., 2011 University of Central Florida Political Science B.S, Minor in Mass Communication., Expected completion Summer 2014 Skills Communication Skilled in public speaking, building and maintaining rapport with clients, cold calling, seeking and closing new accounts, business-to-business presentations, and strong negotiation skills. Leadership Excel in time and project management, training new employees, self motivated and able to work autonomously or in a team environment Applications Addressable Networks, Access, Excel, Google Docs Suite, HTML, Outlook, Powerpoint, Publisher, SPSS, Word Work Experience 2013-Present Bright House Networks, Central Florida Account Executive II - Business Solutions Develop strategies to attract new business customers in Central Florida market. Speak on behalf of Bright House Business Solutions at community events, chamber meetings, and networking functions. Responsible for preparing contracts to be signed, presenting products, and closing sales. 2008-2013 Bright House Networks, Central Florida Direct Sales Representative Develop new strategies for customer outreach and acquisition Managed a successful direct mailing campaign responsible for 40% of my book of business Created and developed database capable of tracking sales trends, tallying commission sheets, preparing monthly department reports, and assembling bi-weekly payroll automatically 2007-2008 Bright House Networks, Central Florida Escalations and Claims Coordinator Responsible for researching and processing all damage claims, preparing paperwork for all claims paid, negotiating final resolution with customer, and documenting release of liability from clients Direct a team of two claims representatives, delegating tasks and projects, and meeting required deadlines Developed Access database used for generating all department reports, trends, and showing variance in contractor and in-house performance. Helped standardize escalation process and transition the Access database to a multi-user enterprise solution based around the original Access Database Awards 2011 Spring 2011 Team Player Award, Bright House Deanâ€™s List, Daytona State April 2010 Fall 2011 Employee of the Month, Bright House

lected Boards/Commissions

Environmental Advisory Board
Parks and Recreation Board
Planning Commission

Order of Preference

Planning Commission Parks and Recreation Board Environmental Advisory Board

Signature: Jeremy L Terhune

Date: 10/05/2014

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Thursday, April 09, 2015 6:09 PM
To: Fenwick, Robin
Subject: Volunteer Application - Willie Scales



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Willie Scales on 04/09/2015

Personal Information

Name: Willie Scales
Date of Birth: 12/22/1959
Telephone: 386-310-4213
E-mail: wwss41@att.net

Business Telephone:

Address: 405 North Willow Ave.

Are you a registered voter in Port Orange? Yes

City Council District: Port Orange

How long have you been a resident of Port Orange? 5 years

Are you currently serving on a City Board? No

If yes, when and which board?

References

Reference 1: Sally Wesoricks, 6170 Peterson Ridge NE, Rockford, MI 49341 616-866-2540
Reference 2: Kathleen Trutschel, 123 Palm Drive, Daytona Beach, FL 32117 386-257-9337
Reference 3: Nancy Burgess Hall 386-255-0377

Education

High School: T P S Nashville, TN
Date Graduated High School: 06/01/1979

College:

Date Graduated College: //

Degree:

Work Experience

City of Grand Rapids Parks and Recreation in Michigan for 25 years

Interests/Activities

Coach of Daytona Bats Blind Beep Baseball, and involve in several Blind Organizations and I am legally blind.

Community Involvement

Member of the Council of the Blind and Blind Beep Baseball

Why do you desire to serve on these boards?

To be more involve in the local community

Resume/Additional Information

Selected Boards/Commissions

Code Enforcement Board
~~City Manager Selection Committee~~
Civil Service Board
Parks and Recreation Board
Planning Commission

Order of Preference

Signature: Willie Scales

Date: 04/09/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Tuesday, January 29, 2013 8:17 AM
To: Fenwick, Robin
Subject: Volunteer Application - Newton White



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Newton White on 01/29/2013

Personal Information

Name: Newton White
Date of Birth: 10/20/1964
Telephone: 386-299-1685
E-mail: nwhite4@cfl.rr.com
Business Telephone:
Address: 510 Renner Road Port Orange FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? about 38 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Tom Harbin 10160 Hwy 79 Mc Kenzie TN 38201 386-383-1705
Reference 2: Joel Meister (Publix Dunlawton Sq.) 386-788-2220
Reference 3: Alan Green 1000 city center Port Orange 32127 386-295-0682

Education

High School: Warner Christian Academy
Date Graduated High School: //1982

College: Daytona State College
Date Graduated College: //
Degree: did not finish

Work Experience

Have worked in security and manufacturing. Currently working for Publix Supermarkets for 27+ years

Interests/Activities

Community Involvement

Why do you desire to serve on these boards?

I desire to be involved in the future of my/our community.

Resume/Additional Information

Selected Boards/Commissions

Eastport Community Redevelopment Agency
Town Center Community Redevelopment Agency

Order of Preference

Town Center Eastport

Signature: Newton White

Date: 01/29/2013

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☒ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☒ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☒ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Sonya Laney Date of Birth 10/28/72
Address P.O. BOX 291209 Port Orange FL 32129
Home Telephone 386 290 3437
E-Mail Address slaney@sonyalaney.com
Business Telephone 386 761 8800
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 1
How long have you been a resident of Port Orange? 23+ years
Are you currently serving on a City Board? yes
Have you ever served on a City Board? yes
If yes, when and which Board? Planning Comm.,
Districting Commission, General Employees

2. REFERENCES – Please list three references (business and/or personal)

John Hintox 949 Beville Rd 760.2716
Name, address, and telephone number 5111 Ridgewood

Crail Gittner POA^{VE} Orange FL 566-5998
Name, address, and telephone number

Mike Mellor 5869 Riverside Dr 366-4999
Name, address, and telephone number POA Orange FL

3. EDUCATION

High School Spruce Creek Date Graduated 1990

College Stetson Date Graduated 2001 Degree BA. MACC
2003

4. WORK EXPERIENCE Construction Industry (G.C.)
1990 - 2002, C.P.A. Industry
2002 - present

5. INTERESTS/ACTIVITIES Community service via
volunteering/serving, family, and
outdoor activities

6. COMMUNITY INVOLVEMENT City of Port Orange.
Various Boards, Rotary (Port Orange),
Port Orange South Daytona Chamber
Port Orange YMCA Board, Volusia Flinger
7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? PPE

- Currently Vice Chair of Planning Comm.,
dedicated to shaping community
to maintain its integrity w/ balanced growth
8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

08/31/15
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Sonya L. Laney, CPA
PO Box 291209, Port Orange, FL 3227
386-761-8500
slaney@sonyalaney.com

Summary	Licensed, Florida Certified Public Accountant with extensive backgrounds and training in individual and corporate income tax areas, AACSB Program Graduate; teaching Federal Taxation, Accounting and Business courses.
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Areas of Expertise	Corporate Accounting Corporate Taxation Personal and Estate Income Taxation Litigation Support Sales and Use Tax Audits Business Consulting Services
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Experience	Sonya L. Laney CPA PA. 2005-Present President Own and operate accounting and tax practice in Volusia County, Florida. Provide extensive services across a broad spectrum of clientele. Provide accounting, tax, payroll and consulting services. Serves as CFO for several clients, including one international client. Provide representation for clients with sales and use tax audit issues. Assist clientele with fraud and embezzlement issues and testimony. Provide Business Valuations and Divorce Litigation Support services. All services provided in a paperless, virtual environment, using technology and data secured software environments. TaxWatch University, a division of Thomson Reuters 2009-Present Instructor Instructor for continuing education and or staff level training covering Federal Taxation and the following areas: individuals, estates and trusts, corporations, partnerships, and LLC's. Discuss tax law and pertinent tax cases with respect to various transactions and or issues arising in public practice. Stetson University 2009-2013 Visiting Professor/Adjunct Professor providing course instruction for Accounting and Federal Taxation.
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Additional accounting experience from 1990-2005, available upon request-consists of both Public and Private experience.

Instructional Experience & Public Speaking

- Stetson University, Master's Program: Responsible for instructing and carrying class topics covering Accounting, Marketing, EDI Development and Training and Audit over a two (2) year period.
- Thomson Reuters: Invited presenter regarding File Cabinet Solution and paperless environment issues.
- Raymond James and Associates: Invited to provide tax updates and answer questions from attendees concerning tax updates and law changes.

Education

Bachelor of Business Administration, Dec. 2001, Stetson University, DeLand, FL
Master of Accountancy, Dec. 2003, Stetson University, DeLand, FL
AACSB Bridge Program Graduate

Licenses

State of Florida License No. AD65230 (firm) AC 39458 (personal) (C.P.A.)

Board Memberships

- City of Port Orange Pension Board Trustee 2010-Present
- City of Port Orange Districting Committee Member 2010-Present
- City of Port Orange Planning Commission 2012-Present
- City of Port Orange Audit and Budget Oversight Committee 2013-2014

Affiliations

- AICPA
- FICPA
- FICPA Member of Board of Accounting Careers and Education



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Parks & Recreation Advisory Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to appoint a new member to the Parks and Recreation Advisory Board to fulfill the unexpired term of Mike Collins.

SUMMARY: There is one opening on the Parks & Recreation Advisory Board that was vacated by Mike Collins. The term expires on February 15, 2018.

Three applications have been received by the City Clerk's Office: Bobby Ball, Chase Tramont, and Rob Maxwell. All applications are attached for your review and consideration.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Chase Tramont application	Chase Tramont application.pdf
2.	Rob Maxwell application	Rob Maxwell application.pdf
3.	Bobby Ball application	Bobby Ball application.pdf

Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 09/16/2015
Final Approval - 09/17/2015

Fenwick, Robin

From: donotreply@port-orange.org
ant: Thursday, January 08, 2015 12:23 PM
Subject: Fenwick, Robin
Volunteer Application - Justin (Chase) Tramont



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Justin (Chase) Tramont on 01/08/2015

Personal Information

Name: Justin (Chase) Tramont
Date of Birth: 11/09/1979
Telephone: 3865891320
E-mail: TramontJ@yohco.com
Business Telephone: 3865891320
Address: 5424 Canna Court Port Orange, FL 32128
Are you a registered voter in Port Orange? Yes
City Council District: 3
How long have you been a resident of Port Orange? 25 years total
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: David Davis, 6385 S Williamson Blvd., Port Orange, FL 32128
Reference 2: Lowell Lucas, 6803 Plumpjack Court, Port Orange, FL 32128
Reference 3: Wes Strickland, 6437 Long Lake Drive, Port Orange, FL 32128

Education

High School: Mainland High School
Date Graduated High School: 05/28/1998

College: Flagler College
Date Graduated College: 05/16/2002
Degree: Communications

Work Experience

First Baptist Church Daytona '02-'04 Warren Baptist Church Augusta, GA '04-'05 Roswell Street Baptist Church Marietta, GA '05-'07 Piedmont Church Marietta, GA '07-'10 Spruce Creek High School Port Orange, FL '10-present

Interests/Activities

Sports, history, church, working out, coaching, politics, family.

Community Involvement

I am teacher and coach at Spruce Creek High School. We are an annual participant in Family Days. Spruce Creek basketball camps to benefit youth of Port Orange. Volunteer softball coach for Port Orange travel ball team, Phoenix. Active attender of City Council meetings.

Why do you desire to serve on these boards?

I love my community. This is the city I grew up in and I have the fondest memories any child could desire. I am a married man with 3 children (13, 9, 1) and I plan to keep and raise my family here in the city. I have a vested interest in the future of this community. I teach US History at Spruce Creek High School. I consistently challenge and encourage my students to be involved and informed in current issues that impact our country and community. Serving on a board or boards will give me an opportunity to practice what I teach.

Resume/Additional Information

Selected Boards/Commissions

City Manager Selection Committee
Parks and Recreation Board

Order of Preference

Signature: Justin (Chase) Tramont
Date: 01/08/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Wednesday, May 21, 2014 3:42 PM
To: Fenwick, Robin
Subject: Volunteer Application - Rob Maxwell



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Rob Maxwell on 05/21/2014

Personal Information

Name: Rob Maxwell
Date of Birth: 12/21/1965
Telephone: 386-212-9888
E-mail: Robmax@bellsouth.net
Business Telephone: 386-767-1263
Address: 5477 Ward Lake drive Port Orange
Are you a registered voter in Port Orange? Yes
City Council District: 2
How long have you been a resident of Port Orange? 20 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Dianne. Gardner; 618 Ruth Street; port orange, FL. 32127. 386-527-1641
Reference 2: David Billmeir; 5961 Boggs Ford Rd. Port orange, FL. 32127. 386-316-6152
Reference 3: Reid B Hughes. Daytona Beach, Fl. 386-295-1911

Education

High School: New Smyrna Beach
Date Graduated High School: 06//1984

College: UCF
Date Graduated College: 06//1991
Degree: B.S. psychology, M.A. Exercise Physiology

Work Experience

Own Maxwells Fitness Programs for 21 years Sports Medicine director for Keiser university

Interests/Activities

Sports Fitness Kids Outdoors

Community Involvement

Have served on MPO board

Why do you desire to serve on these boards?

I want to help make a difference

Resume/Additional Information

I can submit upon request

Selected Boards/Commissions

Parks and Recreation Board

Order of Preference

Signature: Robert Maxwell

Date: 05/21/2014

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☒ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Robert J. (Bobby) Ball Date of Birth 7/2/75

Address 1408 Yearling Drive, Port Orange, FL

Home Telephone (386) 760-2460

E-Mail Address bball@zevcohen.com

Business Telephone (386) 677-2482

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 2

How long have you been a resident of Port Orange? 35 Years

Are you currently serving on a City Board? CAC Representative on TPO

Have you ever served on a City Board? Yes

If yes, when and which Board? CM Selection, CAC Representative

2. **REFERENCES** – Please list three references (business and/or personal)

Debbie Connors, Executive Director, Port Orange/South Daytona Chamber of Commerce – Port Orange, FL – (386) 761-1601
Name, address, and telephone number

Sue Lovallo, Parks & Recreation Director – City of Port Orange – Port Orange, FL – (386) 506-5851
Name, address, and telephone number

Dwight DuRant, P.E., President – Zev Cohen & Associates, Inc. - Ormond Beach, FL - (386) 677-2482
Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek Date Graduated 1993

College USF Date Graduated 1998 Degree BS – Civil Engineering

4. **WORK EXPERIENCE** Currently Vice President – Zev Cohen & Associates, Inc.,
Total of 17 years

5. **INTERESTS/ACTIVITIES** Anything outdoors – Biking, golfing, soccer, etc.
Additionally, I currently serve on The Pop Warner Board of Directors and am an active member of Our Lady of Hope church.

6. **COMMUNITY INVOLVEMENT** I have lived in Port Orange all of my life and am always looking to improve our community. My wife, Kim serves on The Family Days Board. Our commitment to Port Orange is a family affair.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

Kim and I have two boys (ages 12 and 14) who are heavily involved in local sports.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.



Signature

September 11, 2015

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.
Return this form to: **Robin Fenwick, CMC, City Clerk,**
1000 City Center Circle
Port Orange, Florida 32129



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Police Pension Board Appointment (5th Member) - Continued on September 9, 2015

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to appoint Warren Carmen as the fifth member.

SUMMARY: The Police Pension Board has recommended that Warren Carmen be appointed as the fifth trustee for a two-year term (expiring October 1, 2017). Pursuant to Section 54-134(a) of the Code of Ordinances, Warren Carmen's name is being submitted to you for formal appointment as a ministerial duty.

Attached is a letter from Karan Rounsavall, Plan Administrator, requesting the above appointment be placed on your agenda, as well as the City's application from the applicant.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Memo from Plan Admin	Letter from Plan Admin re Council Appointments to Police Board.pdf
2.	Application	Carman - Board Application 2015.pdf

Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 09/16/2015
Final Approval - 09/17/2015

MEMORANDUM

September 1, 2015

TO: Robin Fenwick, City Clerk

FROM: Karan Rounsavall, Pension Plan Administrator

SUBJECT: City Council Reappointment of Resident Member and appointment of Fifth Member
Port Orange Police Officers' Pension Board of Trustees

Section 54-134(a) of the *Port Orange Code of Ordinances* [also reference Section 185.05(1)(a) of *Florida Statutes*] provides for membership of the board of trustees for police pension plans. As a local law pension plan, the Board of Trustees for the Port Orange Police Officers' Pension Board consists of five trustees appointed as follows:

- Two legal residents of the municipality who shall be appointed by the city council;
- Two full-time police officers who shall be elected by a majority of the active police officers who are members of such plan; and
- A fifth member chosen by a majority of the previous four trustees and submitted to the city council which shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.

Each appointed or elected member serves as a trustee for a two-year term.

The following individuals currently serve as trustees:

Name	Position Held	Term
Todd Traster	Resident Member	9/29/2013 – 9/30/2015
Drew Bastian	Resident Member	– 9/30/2015
Sgt. Steve Braddock	Elected Police Member	9/29/2013 – 9/30/2015
Lt. William Proctor	Elected Police Member	9/29/2013 – 9/30/2015
Lt. Chris Besuden	Fifth Member	9/29/2013 – 9/30/2015

At its quarterly meeting on September 3, 2015, the Police Officers' Retirement Board recommended that Warren Carmen be appointed as the fifth trustee for a two-year term (expiring October 1, 2017). Pursuant to the Section 54-134(a) of the *Port Orange Code of Ordinances* outlined above, please submit Warren Carmen's name to the Port Orange City Council for formal consideration and appointment as a ministerial duty.

In addition, please consider the reappointment of Todd Traster as a resident member for a two-year term (expiring October 1, 2017). Mr. Traster has graciously indicated his willingness to continue serving as a trustee to the Port Orange Police Pension Board.

Elections for the police members will be conducted prior to the Pension Board's next quarterly meeting on November 20, 2015.

Please advise when City Council has taken this action. If there are any questions or you require additional information, please feel free to contact me.

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*

☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*

☒ Police*

☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Warren E Carman III **Date of Birth** Protected

Address 4545 Clyde Morris Blvd Port Orange, FL 32129

Home Telephone 386-506-5845

E-Mail Address Wcarman@port-orange.org

Business Telephone 386-506-5845

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District _____ **Protected** _____

How long have you been a resident of Port Orange? 2009

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? N/A

2. **REFERENCES** – Please list three references (business and/or personal)

Captain John Jakovenko, 4545 Clyde Morris Blvd, 386-506-5830

Name, address, and telephone number

Erick Piskator, 125 La Siesta Edgewater, FL 32132, 386-585-0090

Name, address, and telephone number

Ralph De Jesus 113 Waverly Dr Daytona Beach, FL 32114, 786-473-1751

Name, address, and telephone number

3. **EDUCATION**

High School Kittatinny Regional Newton, NJ

Date Graduated 1991

College Clemson University **Date Graduated** 1996 **Degree** BA in Sociology/Criminal Justice

4. **WORK EXPERIENCE** Deputy Sheriff, 1999-2003 Greenville County Sheriff's Office (Greenville, SC), Truck Foreman, 2003-2005 (75 employees supervised) Ashmore Brothers Construction (Greer, SC), Police Sergeant, Port Orange Police Department, 2006-Current (Port Orange, FL)

5. **INTERESTS/ACTIVITIES** Motorcycle riding, Hunting, Fishing, Weightlifting

6. **COMMUNITY INVOLVEMENT** As a member of a local public safety motorcycle club, I participate in numerous rides/fundraisers throughout Volusia County. These include the "Shop with a Cop" and Lupus Foundation programs as well as several smaller charity events.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

As a member of the Port Orange Police Pension, it is imperative to me that the plan be sustainable and sound. As my future depends on the investment decisions made by the Pension Board, it is clear that the best way that I can protect my future is to be a part of the decision making process.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

9/15/15
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

Fenwick, Robin

From: pstrickland3@att.net
Sent: Wednesday, September 02, 2015 11:09 AM
To: Fenwick, Robin
Subject: Re: Lien on 6214 Yellowstone Drive

CAUTION - This email is from an external sender. Do not open email attachments or click any links from unknown senders.

If you could add us to the September 22 meeting, I would appreciate that. This will give us enough time to get organized etc. Thank you for your time.

Sent from my LG G2, an AT&T 4G LTE smartphone

----- Original message-----

From: Fenwick, Robin
Date: Wed, Sep 2, 2015 10:19 AM
To: Paula Strickland;
Subject: RE: Lien on 6214 Yellowstone Drive

Thank you for your email. Please forward any documentation you have that you would like Council to review to make a determination. I can add you to the Sept 9th agenda or Sept 22. Let me know which works for you. I must hear back today though as the agenda for the 9th goes out tomorrow. You can email me the documentation but I will need that today as well.

Let me know if you have any further questions.

Robin

ROBIN L. FENWICK, CMC

City Clerk
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129
TEL: [386-506-5563](tel:386-506-5563)
FAX: [386-756-5290](tel:386-756-5290)
EMAIL: rfenwick@port-orange.org
WEBSITE: www.port-orange.org



From: Paula Strickland [<mailto:pstrickland3@att.net>]
Sent: Wednesday, September 02, 2015 9:52 AM

To: Fenwick, Robin <rfeenwick@port-orange.org< a="">>/rfeenwick@port-orange.org<>

Subject: Lien on 6214 Yellowstone Drive

CAUTION - This email is from an external sender. Do not open email attachments or click any links from unknown senders.

Dear Ms. Fenwick,

My name is Paula Strickland. My husband, Paul and I would like to request to be put on the agenda to an upcoming City Council Meeting to discuss the lien on our home. We did not realize we had a lien on the home until recently when we tried to refinance our home. The lien was due to an addition that was put on the house in 2007 without a permit. This was subsequently taken down after numerous attempts to obtain all the paperwork for the permit to be in compliance with the city. We understand that we should have to pay a fine for this. However, if there is any way we could have the fine reduced would be appreciated. We would be happy to pay for any administrative fees etc. we have cost the city. Please advise which documents you would like to review prior to the meeting and we will provide copies for you. Thank you for your assistance.

Paula Strickland

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Port Orange officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the City of Port Orange. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

CE202101

City of Port Orange
Case Text Inquiry

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

10-24-06.
002 - RC-NOTICE OF VIOLATION
SENT N.O.V.
003 - Z NOTICE RETURNED UNSIGNED
received N.O.V. unclaimed. I will hand deliver or post the p
roperty.
004 - Z TELEPHONE ACTION
RECEIVED A CALL FROM PAUL STRICKLAND WITH BUILDING QUESTIONS
, AGAIN I REFFERED HIM TO THE BUILDING DEPT.
005 - RC-NOTICE CEB PROCEEDING

10/18/06

1/08/07

1/26/07

1/26/07

2/15/07

2/15/07

More...

Press Enter to continue.

F3=Exit F12=Cancel

CE202101

City of Port Orange
Case Text Inquiry

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

sent info to Glenda for request for code board. 2/20/07
006 - RC-RESULTS OF CEB
Case went to code board, continued until May 2nd meeting. 3/08/07
007 - CC RESULTS OF CEB MEETING
Case was continued for the May 2, 2007 code board. Sent a c 4/20/07
ontinuance to Glenda on April 19, 2007. 4/20/07
008 - RC-NOTICE CEB PROCEEDING
posted property at 2:15pm with affidavit of non compliance & 7/25/07
date of code board hearing. 7/25/07
009 - RC-RESULTS OF CEB

More...

Press Enter to continue.

F3=Exit F12=Cancel

CE202I01

City of Port Orange
Case Text Inquiry

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

001 - Z CODE ENFORCEMENT BOARD MEET

CASE WENT BACK TO CODE BOARD, THE RESPONDENT WAS NOT THERE.
THE CODE BOARD FINDING ARE REMOVE THE STRUCTURE OR HAVE IT P
ERMITTED BY JULY 2, 2007. IF THE STRUCTURE IS STILL IN VIOLA
TION AFTER THIS DATE, A FINE OF 250.00 A DAY WILL BE STARTED

7/25/07
7/25/07
7/25/07
7/25/07
7/25/07

Other action comments

001 - Z TELEPHONE ACTION

I SPOKE TO PAULA STRICKLAND 756-6881 & SHE SAID THAT THEY AR
E HAVING THE PROPERTY SURVEYED. THIS SHOULD BE COMPLETED BY

10/18/06
10/18/06
More...

Press Enter to continue.

F3=Exit F12=Cancel

CE202I01

City of Port Orange
Case Text Inquiry

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

008 - RC-THIRD INVESTIGATION

Request status

case went back to the code enforcement board property was no
t in compliance. Paul Strickland was there & testified. He w
as instructed again to bring the property into compliance &
then come back to the board to discuss the fines. The order
imposing fine/lien was set at 250.00 dollars a day untill th
e property is in compliance. this fine started the 3rd day o
f July, 2007.

8/06/07
8/06/07
8/06/07
8/06/07
8/06/07
8/06/07
8/06/07

009 - Z OFFICE FOLLOW-UP

More...

Press Enter to continue.

F3=Exit F12=Cancel

CE202I01

**City of Port Orange
Case Text Inquiry**

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

I gave order imposing fine/lein to Glenda at 11:15am on Mond
ay 08-06-07.

8/06/07
8/06/07

010 - CC CASE CLOSED
case closed.

2/04/08

Land Management Information

Legal Description

LOT 19 RIVERWOOD PHASE II MB 3
9 PG 64 PER OR PER OR 2962 PG
1366

Bottom

Press Enter to continue.

F3=Exit F12=Cancel

CE202I01

City of Port Orange
Case Text Inquiry

10/17/12
11:49:12

Case number : 06 00001177
Property address, ID . . . : 6214 YELLOWSTONE DR
Parcel Number : 6338-05-00-0190
Alternate ID :
Tenant name, number . . . : STRICKLAND,

13547

DWS

Request status

received an e-mail from Wanda Snapp that she has issued a De
mo permit for the room addition. permit # 07-3001 approved 0
81007.

8/13/07

8/13/07

8/13/07

010 - RC-COMPLIANCE OF CEB

Request status

Received a call from Paul Strickland to come & inspect this
violation for compliance. I took a couple photos. Property i
s in compliance. case closed.

9/11/07

9/11/07

9/11/07

Board meeting comments

More...

Press Enter to continue.

F3=Exit F12=Cancel



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
(386) 506-5600 FAX (386) 506-5699

PERMIT NO.: _____

BUILDING PERMIT NO.: _____

Note: The Building Permit Number is required if the proposed work is associated with any construction or alteration where a Building Permit has been issued.

RECEIVED BY: _____

PROCESSED BY: _____

APPLICATION FOR BUILDING PERMIT

****EFFECTIVE IS THE 2004 FLORIDA BUILDING CODE****

****With 2006 SUPPLEMENTS****

RESIDENTIAL: 2 SETS OF FOLDED PLANS

COMMERCIAL: 4 SETS OF PLANS FOLDED IF POSSIBLE

JOB INFORMATION:

ADDRESS: 6214 Yellowstone Drive Port Orange

TAX PARCEL NUMBER: 38-16-33-05-00-0190

SUBDIVISION NAME: Riverwood Plantation LOT NUMBER: 19

PROPERTY OWNER: Paul and Paula Strickland

ADDRESS: 6214 Yellowstone Drive

CITY: Port Orange

STATE: FL

ZIP CODE: 32127

PHONE: 386 756-6881 FAX: _____

E-MAIL: PStrickland3@cfl.rr.com

☒ RESIDENTIAL ☐ COMMERCIAL- DESCRIPTION OF PROPOSED WORK: Screen Room

SOME AREAS HAVE PRIVATE DEED COVENANTS AND RESTRICTIONS ON BUILDING ACTIVITY. A CITY PERMIT IS ONLY TO ENSURE COMPLIANCE TO CITY AND STATE CODES. THE OWNER IS RESPONSIBLE FOR OBTAINING ANY PRIVATE ASSOCIATION APPROVAL BEFORE WORK IS STARTED.

EXISTING FINISHED ELEVATION: _____ PROPOSED FINISHED ELEVATION: _____ FLOOD ZONE: _____

SETBACKS: F _____ R _____ S _____ S _____ NUMBER OF STORIES: _____ ESTIMATED COST: \$3,500

LIVING: _____ SF GARAGE: _____ SF PORCH/ENTRY: 79.8 SF TOTAL AREA: 79.8 SF

NAME OF QUALIFIER (PLEASE PRINT) Paul and Paula Strickland

ADDRESS: 6214 Yellowstone Drive

BUSINESS NAME: Homeowner

STATE LICENSE # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL: _____

CONTINUED ON OTHER SIDE



CITY OF PORT ORANGE

Department of Community Development
Planning Division

CASE NO.

DATE APPLICATION RECEIVED:

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

VARIANCE APPLICATION

(Chapter 19, Land Development Code)

Description of Request: TO KEEP EXISTING ROOM ADDITION

Property Address/Location: 6214 YELLOWSTONE DR.

Parcel No.: 38-16-33-05-00-0190 Property Size: 81.22' X 108.87'

Current Zoning: _____

Legal Description (Lengthy descriptions may be attached): SEE ATTACHED

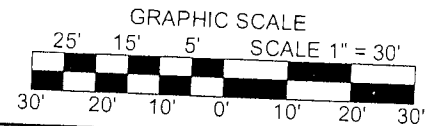
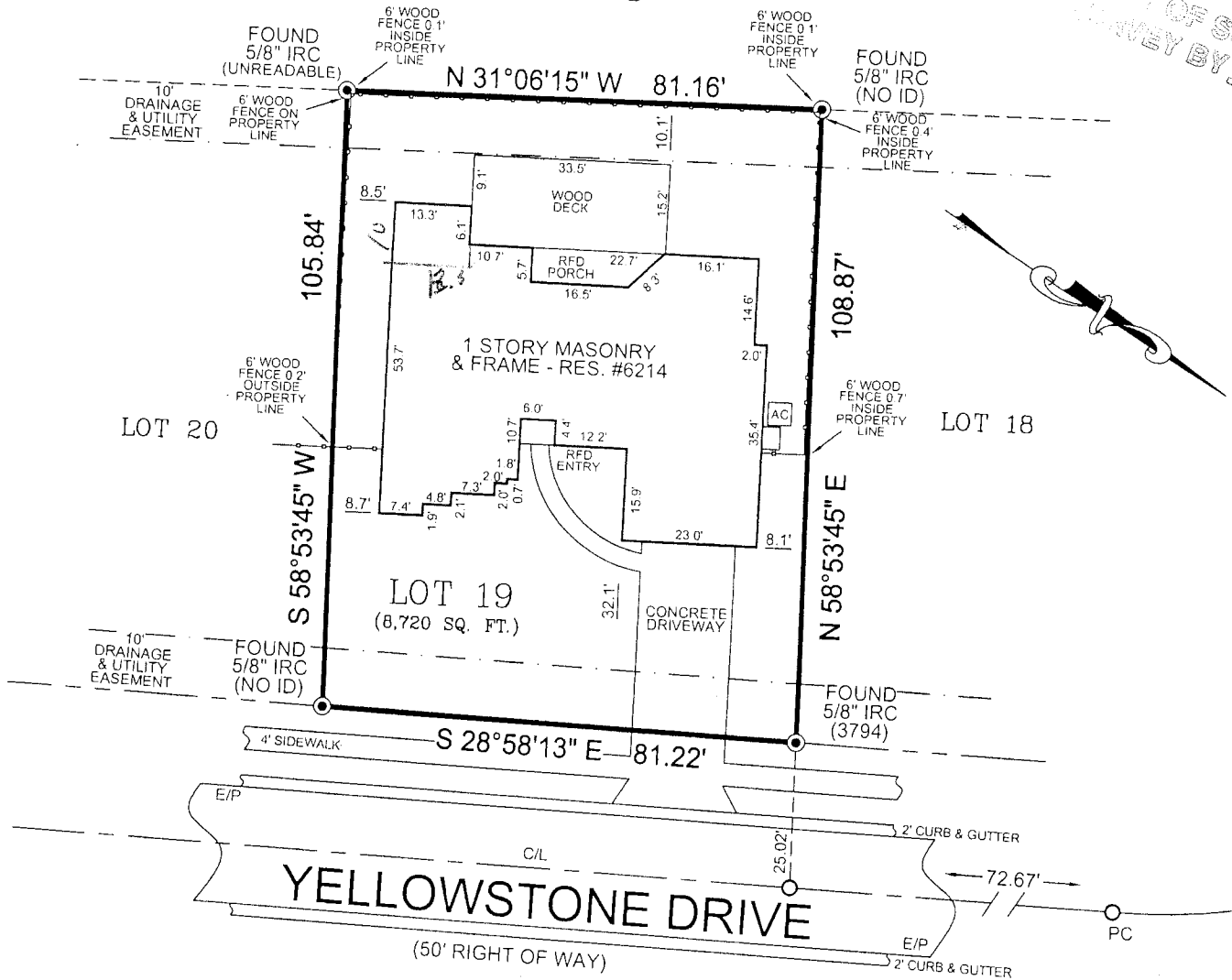
Date of variance consultation meeting with City Planning Staff: _____

REQUIRED ATTACHMENTS

- ☐ Letter outlining request and explaining hardship
 - ☐ Photos (optional)
 - ☐ Deed
 - ☐ Notarized authorization form (page 3 of this application), if contact person, agent, or applicant is not the property owner.
 - ☐ Survey of property (11" X 17" maximum size)
 - ☐ Other documentation (as requested by the City)
 - ☐ Processing and review fee - \$250 - Single and Two-Family Residences; \$500 - Commercial and all others. Variance after the commencement of work is double the original fee.
- NOTE: This Processing and Review Fee does not include the required legal advertising costs for your variance request. Currently, the Daytona Beach News-Journal charges approximately \$372.00 for the variance ads. The advertising fees will be billed separately through the City Clerk's office. If you have any questions regarding the advertising cost, please contact the Deputy City Clerk at (386) 506-5566.**

PAGE 2 OF 3 - REVISED 1/07

PARCEL "D"

 COPIES OF SEALED
 SURVEY BY


SURVEYORS REPORT & GENERAL NOTES:

LEGAL DESCRIPTION: LOT 19, SUBDIVISION PLAT RIVERWOOD PHASE II - ACCORDING TO THE PLAT RECORDED IN MAP BOOK 39, PAGE 64, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

1. TYPE OF SURVEY, BOUNDARY FIELD WORK PERFORMED ON 31, OCT. 2006
2. UNDERGROUND FEATURES AND/OR UTILITIES HAVE NOT BEEN LOCATED (UNLESS OTHERWISE NOTED)
3. DESCRIPTION SHOWN ABOVE HAS BEEN FURNISHED BY CLIENT, OR REPRESENTATIVES OF CLIENT, NO SEARCH OF PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
4. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, EITHER RECORDED, PRIVATE, AND/OR VERBAL.
5. THIS PROPERTY LIES IN ZONE(S) X PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12127 C0528 G, DATED 04-15-02
6. BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF LOT 19 AS BEING N 58°53'45"E
7. MARKERS FOUND ARE WITHIN REASONABLE LOCATION OF PLAT OR DESCRIPTION DIMENSION ANY "SIGNIFICANT" DIFFERENCE WILL BE SHOWN AS NOTED.
8. MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
9. THIS SURVEY IS BASED SOLELY UPON THE EXISTING MONUMENTATION AS SHOWN HEREON.
10. NO OBVIOUS BOUNDARY ISSUES WERE NOTED DURING THE FIELD SURVEY UNLESS OTHERWISE NOTED
11. THIS SURVEY SHOWS THE CONSTRUCTED IMPROVEMENTS.

PREPARED FOR:

**PAUL L. &
PAULA J. STRICKLAND**

CERTIFIED TO:

PAUL L. & PAULA J. STRICKLAND

REVISIONS:

BOUNDARY: 1, NOV. 2006 REVISED: _____
 PLOT PLAN: _____
 STAKE HOUSE: _____ FINAL: _____
 FORM BOARDS: _____ DRAWN BY: J.J.B.
 FOUNDATION: _____ FILE NUMBER: 519-06 PC
 SWALE STAKE: _____

Exhibit A
Affidavit of Non-Compliance

CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD

CITY OF PORT ORANGE,

Petitioner.

Vs.

CASE NO: 06-1177

Strickland, Paul L & Paula J

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, The undersigned authority, personally appeared: **Don Stuhr**
Code Compliance Inspector for the City of Port Orange, Florida. Who, after being duly sworn,
deposes and says:

1. That on **May 2, 2007**, the Board held a public hearing and issued it's Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action on or **before July 2, 2007**.
3. That a re-inspection was performed on July 10, 2007.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that: the unpermitted room still exists and no permit was obtained for the construction of the room.

FURTHER AFFIANT SAYETH NOT.

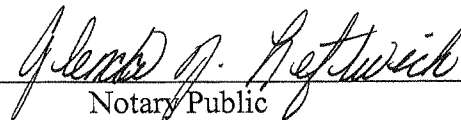
Dated this 24th day of July, 2007.



Don Stuhr
Code Compliance Inspector
City of Port Orange, Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of July, 2007, by
Don Stuhr, Code Compliance Inspector for the City of Port Orange, who is personally
known to me.



Notary Public
State of Florida at Large



Glenda J. Leftwich
Commission # DD493375
Expires February 14, 2010
Bonded Troy Pain Insurance, Inc. 800-368-7019

Commission No. _____

NOTICE OF HEARING

CITY OF PORT ORANGE, FLORIDA

CODE ENFORCEMENT BOARD

CITY OF PORT ORANGE,

Petitioner

CASE NO. CEB # 06-1177

Vs.

Paul L. & Paula J. Strickland
6214 Yellowstone Drive
Port Orange, FL 32127
LOT 19 RIVERWOOD PHASE 2 MB 39
PG 64 PER OR 5304 PG 2452
VOLUSIA COUNTY PUBLIC RECORDS
VOLUSIA COUNTY, FL

To: Paul L. & Paula J. Strickland
6214 Yellowstone Drive
Port Orange, FL 32127
LOT 19 RIVERWOOD PHASE 2 MB 39
PG 64 PER OR 5304 PG 2452
VOLUSIA COUNTY PUBLIC RECORDS
VOLUSIA COUNTY, FL

Pursuant to Chapter 7, Code of Ordinances, City of Port Orange, Florida, you are hereby called upon to take notice that a PUBLIC HEARING will be conducted in the above-styled cause by the Code Enforcement Board on **Wednesday, August 1, 2007, at 6:00 P.M.**, Council Chambers – First Floor, at City Hall, 1000 City Center Circle, Port Orange, Florida. The Code Enforcement Board will receive testimony and evidence at said PUBLIC HEARING and shall consider action regarding Imposing Fine and Lien.

PLEASE GOVERN YOURSELF ACCORDINGLY.

DATED this 25th day of July, 2007.

CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD

By: Gloria J. Reftwich
Secretary, Code Enforcement Board



CITY OF PORT ORANGE

Department of Community Development
Planning Division

CASE NO. _____

DATE APPLICATION RECEIVED _____

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

PUD/PCD AMENDMENT APPLICATION

(CHAPTER 17, LAND DEVELOPMENT CODE)

Name of PUD/PCD: _____

Property Address/Location: _____

Contact Person Name/Address: _____

Phone: _____

Request to amend the following:

_____ Master Development Agreement

Amendment No.: _____

_____ Conceptual Development Plan

Parcel No.: _____

_____ Master Development Agreement & Conceptual Development Plan

☐ Amendment only

☐ Restatement

Description of proposed amendment: _____

REQUIRED ATTACHMENTS

- ☐ Letter outlining request
- ☐ Deed
- ☐ Legal Description
- ☐ If contact person/agent/applicant is not the owner, provide separate notarized authorization from the owner authorizing that person to represent the property owner
- ☐ Twelve (12) copies of the proposed amendment to the Development Agreement *(in legal format)*
- ☐ Twelve (12) copies of the revised Conceptual Development Plan (if applicable)
- ☐ Processing and review fee (\$8,500 – MDA & CDP Restatements; \$6,500 – MDA & CDP Amendments; \$4,500 – MDA Amendment only; \$4,500 – CDP Amendment only)

(NOTE: This Processing and Review Fee does not include the required legal advertising costs associated with this application. The advertising fees will be billed separately through the City Clerk's office. For an estimate of the advertising cost, contact the Deputy City Clerk at (386) 506-5566).



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

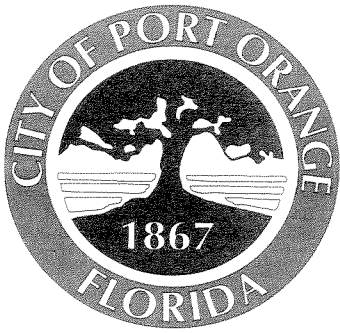
Dear Mr. and Mrs. Strickland,

Upon further review of the Master Development Agreement (MDA) for the Riverwood Planned Unit Development (PUD), the rear setback requirement for primary structures is 25 ft. from the property line. Currently the enclosed addition to your home encroaches 6 ft. into the rear setback leaving only a 19 ft. rear setback. Staff is able to suggest three options regarding the addition to your home, which would allow for the addition to become in compliance with the Riverwood MDA and the Land Development Code. The following are the available options:

- 1) Remove or modify the addition. Removing the addition will restore the property and bring it into conformance with the 25 ft. setback required by the MDA. Also, you may modify the addition by removing the 6' extending into the rear setback and reconfiguring the inside area of the dwelling to allow for more room.
- 2) Reconstruct the addition as a screen room. Per the LDC a screen room is permitted to be set back 15 ft. from the property line. The LDC defines a screen room as an addition to a structure or integral part of a structure, which is enclosed with screen, permitting unobstructed flow of air in and out of the addition. A screen room may have a permanent floor and roof structure integral to the principal structure, however, for purposes of this code, no elevation of any wall of the room shall have less than 60 percent open screen area.
- 3) Amend the MDA for the Riverwood PUD to reduce the rear setback requirements for your specific lot. The LDC states that variances from requirements established in a PUD MDA may only be made as outlined in the agreement. Unfortunately there are such provisions outlined in the agreement. As a result, the PUD must be amended to allow for different setbacks. The following is a paragraph from the Land Development Code which summarizes the PUD amendment process:

LDC Chapter 17, Section 17(o)

Amendments to the master development agreement and/or conceptual development plan. Subsequent to execution and recording, the master development agreement and/or conceptual development plan may be amended at any time upon mutual agreement of both the city and the appropriate amending party, unless otherwise provided in the agreement.



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

Application for amendment of the master development agreement and/or conceptual development plan shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee. Initial application shall be accompanied by five copies of the proposed amendment. Upon receipt of the application by the department, the amendment shall be placed on the agenda of the planning commission. Subsequent to action by the planning commission, final review and approval shall be required by the city council.

In other words, this provision is stating that the MDA may be amended at any time if agreed upon by the City and the applicant. I would suggest another pre-app meeting prior to working on the amendment. This will allow for staff to review the item again before money is invested into document preparation.

Included with this letter is an application for a PUD/PCD amendment, which describes the cost and other required attachments.

Thank you for your patience with this process. Please contact me if you have any further questions.

Respectfully,

Tali Kritzer
Senior Planner
City of Port Orange, FL
(386) 506-5672

```
*****
* PERMIT YR:      07                      *
* PERMIT NBR:      3001                  *
*                                                    *
* ISSUED DATE:    8/10/07                *
* WANDA                                                    *
*****
```

PORT ORANGE, FLORIDA 32129-9619 * 506-5600

DATE:

**CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD**

CASE NO. 06-1177

CITY OF PORT ORANGE,
a Florida municipal corporation

Petitioner,

v.

Strickland, Paul L. & Paula J.

Respondent.

Space Reserved for Recording Data

**FINDING OF FACT, CONCLUSION OF LAW
AND ORDER**

THIS CAUSE came on for public hearing before the Code enforcement Board on May 2, 2007 after due notice to the Respondent, and the Board having heard testimony under oath, received evidence and heard argument, thereupon issues its Findings of Fact, Conclusions of Law and Order, as follows :

I. FINDINGS OF FACT :

A. Respondent, Paul L. & Paula J. Strickland whose mailing address was 6214 Yellowstone Drive is the owner of the property located at 6214 Yellowstone Drive And more particularly described on Exhibit A :

B. The condition of 6214 Yellowstone Drive was first observed at the real property described above on July 10, 2006, a re-inspection made on January 29, 2007, confirmed the condition as being the same. Respondent Paul L. & Paula J. Strickland received notice via Hand Delivery on January 29, 2007 that the aforesaid conditions constituted a violation of The 2004 Florida Building Code, Section 105.1 and was to be corrected by February 13, 2007.

C. At the time of the hearing on May 2, 2007, the violations cited above continue to exist.

II. CONCLUSION OF LAW :

Respondent, Paul L. & Paula J. Strickland, by reason of the foregoing, has violated The 2004 Florida Building Code, Section 105.1.

ORDER

A. Respondent shall correct the aforesaid violation by removing the addition or receiving an approved permit on or before July 2, 2007. In the event that the aforesaid violator is not corrected on or before July 2, 2007, then and in that event there shall be imposed against the Respondent, a fine of \$ 250.00 for each day the violation continues after July 2, 2007.

B. In the event that the Respondent completes by removing or permitting the structure, he shall request a re-inspection by the Code Compliance Inspector to determine whether the violation has been brought into compliance.

The findings in this Order shall constitute notice of the violation upon recording of a certified copy in the public records of Volusia County, Florida, and shall be binding upon Respondents and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to Section 162.07, Florida Statutes (2002).

DONE AND ORDERED this 2nd day of May, 2007.

CITY OF PORT ORANGE, FLORIDA
CODE ENFORCEMENT BOARD

Attest:

Glenda J. Refturik
Secretary,

Code Enforcement Board

By: [Signature]

Chairman,

Code Enforcement Board

I HEREBY CERTIFY that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law and Order have been furnished to Respondent

Paul L. & Paula J. Strickland at
6214 Yellowstone Drive, Port Orange,

Florida 32129, by U.S. Mail this 10th day of May, 2007.

Glenda J. Refturik
Secretary, Code Enforcement Board



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: August 4, 2015 - Regular City Council Meeting (Revised)

DEPARTMENT: City Clerk

RECOMMENDED MOTION:

SUMMARY: The Purchasing Manager and Parks and Recreation Director asked that the motion regarding the Cypress Head Clubhouse HVAC system engineering and design approval reflect the actual amount approved by Council on August 4, 2015. I have made that correction to clarify the record. (See page 7 on the attached Minutes.)

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	8/4/15 Revised Minutes	REGULAR CITY COUNCIL MEETING MINUTES 8-4-15 revised.pdf
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Fenwick, Robin

Created/Initiated - 09/17/2015

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

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

Pledge of Allegiance

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

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

PUBLIC HEARING

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

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

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

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

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

Mayor Green read Ordinance No. 2015-26.

ORDINANCE NO. 2015-26

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

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

AGENDA APPROVAL

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

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

6. Comments/Concerns from Council Members

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

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

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

CONSENT AGENDA

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

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

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

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

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

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

REGULAR AGENDA

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

Mayor Green read Ordinance No. 2015-27.

ORDINANCE NO. 2015-27

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

Motion to adopt Ordinance No. 2015-27 on first reading was made by Vice

Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

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

Mayor Green read Ordinance No. 2015-29.

ORDINANCE NO. 2015-29

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

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

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

Mayor Green read Ordinance No. 2015-30.

ORDINANCE NO. 2015-30

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

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

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

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

19. Pie Guy – Targeted Business Program Incentive Contract

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

20. Fund Balance and Working Capital Policy

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

Mayor Green asked for public comments; there were none.

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

21. Monthly Financial Report through June 2015

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

Mayor Green asked for public comments; there were none.

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

22. Cypress Head Clubhouse

a. Contract award for Cypress Head Clubhouse Renovation

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

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

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote after no public comments.

b. Cypress Head Clubhouse HVAC System

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

Motion to approve \$6,900 for the engineering and design of the HVAC system was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

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

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

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

COMMENTS

23. City Attorney Comments

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

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

24. Interim City Manager Comments

Mr. Harden had nothing further.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

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

ADJOURNMENT: 8:17 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
AUGUST 25, 2015

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 5:00 p.m.

Pledge of Allegiance

Silent Invocation

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

DISCUSSION ITEMS

4. Port Orange/South Daytona Chamber of Commerce Performance Measures

Alan Rosen, Interim Assistant City Manager, advised Council that Debbie Connors is present to discuss the Chamber's agreement with the City for economic development.

Debbie Connors, Executive Director, discussed the performance measures in place currently with the Chamber of Commerce and asked Council to discuss any potential changes.

Mayor Green thanked Ms. Connors for their work.

Councilman Burnette thanked Ms. Connors for the details on their performance. He would like to see the Chamber advertise to businesses when the City issues bid requests. He would also like to revisit the Ridgewood Corridor Plan with the Chamber and Community Development Staff providing input. He wants to be business friendly with standards. Councilman Burnette asked that the Community and Business Guide be updated with current information.

Councilman Stiltner believes the Chamber is a great resource for new businesses. He also wants to see more progress with the Ridgewood Corridor. He has received very positive feedback from businesses and residents.

Councilman Ford supports the Chamber but wants to move away from a subsidy relationship. He wants to purchase a service from them. He asked that the Chamber members help with the purchasing procedures for better bidding processes.

Vice Mayor Bastian agreed with all comments made.

Ms. Connors doesn't believe the agreement is a subsidy. She wants the agreement to reflect the criteria the Council wants included.

Councilman Stiltner asked if Ms. Connors is familiar with the economic development team in New Smyrna Beach. Ms. Connors has worked closely with the New Smyrna Beach Chamber. She wants the Economic Development Task Force to visit other areas to discuss similar issues.

Council supported an Economic Development Task Force.

Mayor Green asked for public comments; there were none.

Mr. Rosen confirmed Council's direction. Mayor Green suggested a class to teach vendors how to bid projects for the City. Council agreed.

5. Location of the historic F.E.C. Train Depot

Kent Donahue, PIO/Grants Coordinator, asked Council for their direction as to relocation of the historic F.E.C. Train Depot.

Mayor Green would like it to remain a historic site.

Vice Mayor Bastian agreed and doesn't think it will relocate well. He would prefer to use those funds to renovate the train depot or purchase more land around it.

Councilman Ford supports preserving the history of Port Orange. He believes it is best to leave it in its current location.

Councilman Stiltner agreed it would get more attention in Riverwalk but he's not in favor of moving it unless there is a thorough plan.

Councilman Burnette does not support moving it.

Council agreed to leave the train depot at its current location.

There were no public comments.

6. General Fund Budget Discussion

David Harden, Interim Assistant City Manager, provided an overview of the budget plan and how Port Orange's tax rate compares to others. Mr. Harden discussed the changes in each Department's budget.

Ted Nofall, citizen, asked what the amount is that is spent on pensions this year.

Tracey Riehm, Finance Director, advised that there is not a budgeted overage. The amount budgeted is from applying the percentage of payroll.

Newton White, citizen, addressed Council regarding the tax rate. He appreciates that the millage rate has remained low for Port Orange.

Tom Menocal, citizen, addressed Council regarding decisions being more data driven. He asked how the new financial system is progressing.

Mayor Green told Council to be specific on any cuts they want to see. He wants to go to roll back.

Councilman Burnette reminded Council they have made some promises and there has to be a budget that supports the promises.

Councilman Stiltner wants to see Public Works move away from a reactive department to a proactive department. Council needs to support the increases in the Parks Department because of the increase in usage and special events.

Councilman Ford believes budget workshops should be held to scrutinize the proposed budget. He wants to see metrics when there is an increase being requested.

Vice Mayor Bastian wants to support the needs of the Department Heads. Growth in the City needs to be managed properly.

Mr. Harden advised that next Tuesday will be a discussion on enterprise funds, internal service funds, and the capital budget.

ADJOURNMENT: 7:47 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk

CITY COUNCIL WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
SEPTEMBER 1, 2015

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 5:00 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford (arrived at 6:08 p.m.) Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
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	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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4. Enterprise Funds, Internal Service Funds and Capital Budget Discussion

David Harden, Interim Assistant City Manager, discussed enterprise and internal service funds. Major changes to the funds were discussed.

Councilman Burnette asked if the Facilities Manager has looked at the items listed for repairs to facilities. Mr. Harden said the list is from the Facilities Manager.

Newton White, citizen, doesn't support the cost of a Contract Administrator for the waste management contract. He asked if a transparent earnings and loss statement will be provided.

Ted Nofall, citizen, asked why a PowerPoint was not provided ahead of the meeting date/time. He asked for a schedule of the general fund transfers that funds the accounts discussed by Mr. Harden. Mr. Nofall expressed concerns about hiring a contract administrator to handle the waste contract.

Mayor Green asked if the City is in control of Yorktowne Blvd. He asked Mr. Johansson to look into funding relating to the project.

Branford Adumuah, Public Works Director, advised that the Contract Administrator is more than an administrator of contracts. This position will handle public information, recycle initiative, etc. It is a full time job for more efficiency. The asset management software will allow Public Works to be proactive. Mr. Johansson advised that the

organization will become more metric-based as these software programs are implemented.

Tracey Riehm, Finance Director, discussed the need for a new financial system.

Mr. Harden continued with discussion relating to the Capital Improvement Program budget, to include the city funds for recreation facilities, building special revenue, capital projects (gas tax), transportation impact, general capital replacement, golf course, and building maintenance, as well as Federal TPO Grant funding accounts, FDOT and other grants, and the west side sports complex. Funded and unfunded projects were reviewed. Council can make changes as necessary.

Mr. Nofall is concerned that there are additional monies going into other accounts from the general fund. He asked where the Spruce Creek sidewalk project is located and if it meets the 5% design fee cap. He asked if the grants are booked when they are applied for or received. Mr. Harden said the powerpoint from this meeting will be provided as a public record. Ms. Riehm advised that the transfers are recorded within the funds. Wayne Clark, CD Director, explained the Spruce Creek sidewalk project. The estimates are provided by the TPO. There are no design costs at this time. Staff will get back to Mr. Nofall regarding the Bolerjack report.

Sara Jones, citizen, asked that Mayor Green speak into the microphone.

Councilman Burnette asked why the Ryanwood project was taken out of the CIP. Mr. Harden explained that there are several pieces to the project so it is in a few different funds.

Councilman Stiltner asked about the pipe lining project request. Mr. Johansson said an inspection of the pipe will happen first and then lining the pipe will occur. If issues are determined, Staff will come to City Council.

Councilman Ford asked if the flow through the canals in Ryanwood will be changed. Mr. Harden said it will be looked at by the consultant. Councilman Ford asked that details to support the requests be provided to Council. Mr. Harden advised that most of the money discussed in the CIP is for years away. Details will be provided as it gets closer. Councilman Ford asked if the Buschman Park trailer should be kept. Mr. Harden said yes, the Parks Department is making good use of it and Frank Flagg, Facility Manager, has inspected it and said it is a solid building.

Mr. Harden asked for direction regarding the general fund. He said the budget is balanced at 3% above roll back and will include the Emergency Manager position, a second Assistant City Attorney, and will address compression issues with Staff.

Mr. Johansson asked for clarification on the City Center Market moving to the old PD. There has not been a vote as of yet. Consensus of Council is to keep them in the Circle and not move to the old PD.

Mr. Noftall encouraged Council to direct Staff to go to roll back. He believes there are transfers not being scrutinized that effect the millage rate.

ADJOURNMENT: 6:31 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 9, 2015

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

Pledge of Allegiance

Silent Invocation

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

Motion to move #17 up on the agenda
was made by Councilman Burnette, and
Seconded by Councilman Ford. Motion
carried unanimously by voice vote.

Margaret Roberts, City Attorney, asked that the Fire Chief confirm the capacity of the room for the number in attendance. Skip Irby, Fire Chief, confirmed there are enough seats for all in attendance currently.

PUBLIC HEARING

4. Appeal of Planning Commission denial of a variance for a 2-foot side setback for a garage apartment at 5216 Riverside Drive

Tim Burman, Planner, provided details of the appeal. Annette Kroha, applicant, advised Council of the appeal details. She has applied for a variance for a two-vehicle deep garage rather than two-vehicle wide.

Ms. Roberts asked Staff to provide details of the recommendation.

Mr. Burman advised that Staff's recommendation was to deny the request, as well as Planning Commission's recommendation. Staff reviewed the LDC and provided seven (7) criteria that were reviewed to determine the recommendation. The Code states it must meet all seven (7) criteria not just a few.

Jim Morris represents the applicant and discussed the evidence provided to the Planning Commission. He asked Council to approve the variance request of a two (2) foot set-back.

Councilman Ford is concerned with repairs and painting when the set back is reduced.

Councilman Burnette is concerned with future neighbors who may not be in agreement with the variance.

Vice Mayor Bastian believes the set-back was three (3) feet with the previous garage.

Councilman Stiltner agreed with Councilman Ford. He doesn't believe a two (2) foot set-back is enough to make repairs.

Mayor Green asked about the foundation, roof line, and drainage. Mr. Morris advised that the roof line drains north and south. The roof overhang will be on the property line. He said it is a cooperative effort with the current neighbors. Repairs can be done.

Motion to approve the appeal was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 3-2 by roll call vote with Councilman Ford and Stiltner voting no after no public comments.

5. Second Reading - Ordinance No. 2015-28 - Enacting Section 2-276 Suspension and debarment

Mayor Green read Ordinance No. 2015-28.

ORDINANCE NO. 2015-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-276 REGARDING CONTRACTOR SUSPENSION AND DEBARMENT PROCEDURES AND CRITERION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-28 was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

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

6. Discussion of Proposed Budget and Millage Rate FY15-16

Mayor Green opened the public hearing to discuss the tentative millage rate and budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The tentative millage rate to be levied is 4.3920 mills per \$1,000.00 of valuation and is a 3% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2641 mills per \$1,000.00 of valuation.

David Harden, Interim Assistant City Manager, provided an overview of the budget including major changes from last year.

Councilman Stiltner wants to make sure that the level of services treads back up. He supported the Emergency Manager position since it should not have been cut to begin with. He supported the budget as proposed. He was concerned that the budget doesn't include a second engineer in Community Development.

Vice Mayor Bastian wants to ensure that the proper tools are provided to the departments to do their jobs. He supported the budget as presented.

Councilman Burnette thanked Mr. Harden for capturing the essence of what Council has been looking for. He also thanked Tracey Riehm, Finance Director, and the Finance Department for their work on cleaning up the budget. He asked that Staff continue to look for more savings before second reading.

Councilman Ford is concerned that there is no metric to support the budget requests, as well as the equity used to balance the budget. He is also concerned with the addition of so many positions. He believes there are many positions that are underpaid. He wanted to see more increases to entry level positions, as well as solidifying the value of long term employees. He still wanted to see that addressed. He is concerned with planning and consultants. He wants to see more "foot soldiers" rather than too much bureaucracy. He wants more investment in the current employees. He has been told the Cody Study wasn't accurate. He doesn't support moving funds into the general fund from other funds.

Mr. Harden advised that there are employee increases included and some in contingency for labor negotiations. Staff attempted to address as much as possible from Council's direction.

Mayor Green said it is the Council's responsibility to establish what a quality community is and how to fund the needs of a quality community. He asked Council how much they want to reduce the budget by and from which accounts. He wants to give Staff the tools they need.

Mayor Green asked for public comments.

Ted Nofall, citizen, believes there is a lot of fluff in the budget and roll back can be achieved. He believes the budget has been a disaster.

Kim Kilpatrick, President Coastal PBA/PEA and citizen, addressed Council and advised that they are in support of the higher millage rate. She said the Police Department is losing valuable employees because of the pay scale.

Pat Marsh, City employee and citizen, asked for an explanation of the \$420,000 for the Cody Study implementation.

Mike Gardner, citizen, had a hard time understanding the budget. He believes there are more cuts that should happen.

Mr. Harden advised that the \$420,000 is the sum from every budget to cover pay increases for part two of the Cody Study.

Councilman Ford would like a reduction of one supervisor position from Parks and remove the \$80,000 for the road study.

Vice Mayor Bastian doesn't believe the wages and benefits is enough. He would like to find funds to address those issues.

Councilman Burnette supported approving the resolutions presented and discussing reductions at second hearing.

Mr. Harden advised that the positions have been reduced to eleven months. Councilman Burnette asked the Department Heads to identify when a realistic start date would be for each new position.

Mayor Green asked Council Members to provide a list and justification for budget cuts to the City Manager so that Staff can address the requests on September 15, 2015.

Councilman Stiltner supported readdressing items they would like to be deleted prior to the second hearing.

7. Resolution No. 15-53 – Adopting the Tentative Millage Rate for FY15-16

Mayor Green read Resolution No. 15-53.

RESOLUTION NO. 15-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE

TENTATIVE PROPERTY TAX MILLAGE RATES TO BE LEVIED
FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE
DATE.

Motion to approve Resolution No. 15-53
was made by Councilman Burnette and
Seconded by Councilman Stiltner.

Mr. Nofall asked Council where the second list is regarding changes. He doesn't support a 3% millage rate increase.

Councilman Ford doesn't support the resolution.

Motion failed 2-3 by roll call vote with
Councilman Ford, Vice Mayor Bastian
and Mayor Green voting no.

Motion to reconsider Resolution 15-53
was made by Mayor Green, and
Seconded by Councilman Burnette.
Motion carried 3-2 by roll call vote with
Councilman Ford and Vice Mayor
Bastian voting no.

Mayor Green asked Council Members to identify items they want to cut or add and place a value on each item.

Councilman Burnette motion to approve Resolution 15-53 with a tentative of 4.38 mills per \$1,000.00 valuation. There was no second.

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

Mayor Green announced the adopted tentative millage rate of 4.3920 mills per \$1,000.00 of valuation is a 3% increase in ad valorem tax revenues above the rolled-back rate.

8. Resolution No. 15-54 – Adopting the Tentative Operating Budget for FY15-16

Mayor Green read Resolution No. 15-54.

RESOLUTION NO. 15-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$93,740,318; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-54
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.

Mr. Nofall asked if the loose ends about the budget will be fixed before second hearing.

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

9. Resolution No. 15-55 – Adopting the Tentative Capital Budget for FY15-16

Mayor Green read Resolution No. 15-55.

RESOLUTION NO. 15-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,410,440; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; RATIFYING THE CAPITAL IMPROVEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-55
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.

Mr. Gardner asked where to send suggestions on the budget.

Mr. Nofall asked for a list of the transfers into the general fund.

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

10. Resolution No. 15-56 – Adopting the Tentative Millage Rate for FY15-16
for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 15-56.

RESOLUTION NO. 15-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE
TENTATIVE PROPERTY TAX MILLAGE RATE TO BE LEVIED
FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR
FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE
DATE.

Motion to approve Resolution No. 15-56
was made by Vice Mayor Bastian and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Councilman Ford voting no after no
public comments.

11. Resolution No. 15-57 – Adopting the Tentative Operating Budget for
FY15-16 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 15-57.

RESOLUTION NO. 15-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE
TENTATIVE TOWN CENTER TAX INCREMENT DISTRICT
OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2015
THROUGH SEPTEMBER 30, 2016; SETTING FORTH
ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED
AMOUNT OF \$443,659; SETTING FORTH EXPENDITURES IN
AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION
AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approved Resolution No. 15-
57 was made by Vice Mayor Bastian
and Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with

Councilman Burnette voting no after no public comments.

12. Resolution No. 15-58 – Adopting the Tentative Millage Rate for FY15-16 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 15-58.

RESOLUTION NO. 15-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-58 was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Councilman Ford voting no after no public comments.

13. Resolution No. 15-59 – Adopting the Operating Budget for FY15-16 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 15-59.

RESOLUTION NO. 15-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$187,834; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-59 was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Councilman Burnette voting no after no public comments.

Motion to direct the City Clerk to publish an advertisement providing notice of the City of Port Orange City Council's intent to adopt the final millage rate and final operating and capital budgets for the City of Port Orange, the Community Redevelopment District for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center accompanied by an adjacent notice complying with the budget summary requirements of law was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Mayor Green announced that in addition to the forgoing general operating budget/millage levy, there is a voter approved millage levy of 0.4350 mills to fund the debt service for the 2006 general obligation bonds issued for public safety capital facilities. A public hearing will be held on September 22, 2015 at 6:30 p.m. in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida, to discuss and adopt a final millage rate, the final operating and capital budgets for FY 2015-2016 for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center.

City Council recessed at 8:29 p.m. to hold the Town Center and Eastport CRA meetings, minutes of which are under separate cover.

C. TOWN CENTER CRA MEETING

D. EASTPORT CRA MEETING

City Council reconvened at 8:34 p.m.

E. AGENDA APPROVAL

Items pulled: 32 (a) (b)

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

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Police Pension Board Appointments

Motion to re-appoint Todd Traster to the Police Pension Board was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by voice vote with Mayor Green voting no.

Mr. Noftall is concerned with the composition of the Board.

Councilman Burnette is concerned that his qualifications were not presented.

Motion to appoint Warren Carmen as the fifth member to the Police Pension Board was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner.

Councilman Ford agreed with Councilman Burnette. He would like the background provided.

Vice Mayor Bastian advised that he will need to attend trustee training school provided by the State.

Motion to table the item so that the qualifications of Warren Carmen can be gathered was made by Councilman Ford and Seconded by Councilman Burnette.

Mr. Noftall wants to see more efforts from the Council's appointments so that the fifth member is neutral.

Motion carried 3-2 by roll call vote with Councilman Stiltner and Vice Mayor Bastian voting no.

15. Environmental Advisory Board Update

Newton White, Chairman, provided details of the most recent Board meeting including the care of the tree roots at City Center. Irrigation is needed.

Councilman Ford would like a workshop regarding City Center Complex maintenance.

16. Report from Kemper Sports Management regarding Cypress Head Golf Course

Bob Duguet, General Manager, advised that the golf course greens are progressing well. The range has improved. They are planning for the November 1st re-opening. Hall Construction has begun the renovations on the dining hall.

Councilman Ford invited all to visit the course. He believes it is one of the best looking courses he's seen.

Councilman Burnette is concerned with some expenses on the course when it was closed. He asked that the Board review the finances with Kemper. Mr. Duguet advised that the legal issue related to liquor license issues. Other food items were donated because they were expired. Traveling expenses included travel for the new General Manager.

There were no public comments.

CITIZEN PARTICIPATION (Agenda)

17. Julie Shaw, CEO - Disability Solutions for Independent Living

John DeCary, Chairman of Disability Solutions for Independent Living, addressed Council regarding their upcoming events and services. He invited Council to attend this weekend's event at Lakeside Community Center. Julie Shaw, CEO, provided more details of their services. She asked Council to sponsor the event. Mayor Green thanked them for their service. Mr. DeCary encouraged Council to donate to the organization.

18. Stephen Gaddis/Request to Reduce Development Review Fee to Actual Costs

Stephen Gaddis, Business owner of Outfitters Shop, requested a reduction in the \$4,000 development review fee to the actual costs for development of a parking lot adjacent to his business that he also owns.

Council supported the request. Mayor Green is concerned with setting a precedence. He asked Staff to include all costs.

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Gardner addressed Council regarding outsourcing governmental functions.

Mr. Nofall addressed Council regarding Council's role. He asked Council to consider Charter amendments regarding the authority of the City Manager. He asked for answers to the questions from Mr. Harden regarding the Dunlawton Pond Project.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Councilman Burnette is concerned that there were no local candidates in the finalist pool for Police Chief. He advised that there is a poisonous animal permit within the City that should be tracked.

Councilman Stiltner advised that the new Emergency Management position is the one that would handle tracking those permits. He expressed concerns with the landscaping issues Staff has had recently with the contractors.

CONSENT AGENDA

- 20. Approval of Minutes
 - a. August 11, 2015 - Special City Council Meeting
 - b. August 18, 2015 - Regular City Council Meeting
- 21. Resolution No. 15-20 - Update to Standard Construction Details for Dunlawton Avenue Walklights M-14, M-15, M-16, and M-17
- 22. Resolution No. 15-50 - Revised Easement Vacation (Wawa at 1031 Dunlawton Ave.)
- 23. Resolution No. 15-51 - Ratifying and Accepting \$74,659 for Victims of Crime Act (VOCA) Grant
- 24. Stormwater Maintenance Progress
- 25. Approval of Settlement - Jackie Robinson vs. Volusia County School Board, other individuals and the City of Port Orange
- 26. Approval of Settlement - Patricia Settle vs. Pamela H. Arnold and City of Port Orange
- 27. Authorization to Extend and Encumber \$118,000.00 for FY16 with Flair Air Conditioning Inc. for HVAC, Refrigeration, and Ice Machine Services
- 28. Authorization to Extend and Encumber \$25,600.00 for FY16 with D.G. Meyer Inc. for HVAC, Refrigeration and Ice Machine Services
- 29. Authorization to Extend and Encumber \$117,000.00 for FY16 with Economy Electric Company
- 30. Southeast Regional Marine Patrol Interlocal Agreement
- 31. Interlocal Agreement with State Attorney's Office
- 32. Bid Awards and Contract Items

- a. Award of RFP #15-27 for insurance for property, general/professional liability, auto, and workers' compensation coverage
- b. Renewal of Wright Flood Insurance Company policy for the period from September 14, 2015 to September 13, 2016.
- c. Approval of Contract for Services with Hach Company for Annual Maintenance of Hach monitoring equipment.
- d. Contract with Sunstate Meter & Supply for Purchase of Water Meters
- e. Change Order No. 1 to the Contract for Services with Xylem Water Solutions U.S.A.
- f. Contract with Port Orange/South Daytona Chamber of Commerce

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

Item #32 (a) - Award of RFP #15-27 for insurance for property, general/professional liability, auto, and workers' compensation coverage

Vice Mayor Bastian asked if the best property coverage is being received. Paula DiChiara, Risk Manager, advised that the coverages were very similar with a difference being \$130,000,000 is completely the City's; it is not split with other agencies covered in the pool.

Mayor Green advised that he spoke with Brown and Brown Insurance Representatives.

Alan Florez, Brown and Brown Insurance, recommended Council split the insurance coverage.

John Ligon, Florida League of Cities, discussed the insurance coverage provided and advised that splitting the coverage would be difficult. He said rates have been decreasing for a few years. Competitors are guaranteeing their rates for two years to keep the higher rate in place.

Councilman Stiltner has concerns that a summary report from the consultant was not included in the agenda packet. He believes the reduced deductible and two year rate guarantee are pluses for the City. He likes the idea of having a broker working for the City.

Vice Mayor Bastian supported a two year rate guarantee as an event can happen at any time. He wants to pursue splitting the policies.

Councilman Burnette wants to get the best rate and coverage and believes it could be done with split policies.

Councilman Ford asked the City Manager to provide a breakdown of the policies, as well as a legal discussion relating to splitting.

Motion to table the item until 9/15/15 for further discussion was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

Item #32 (b) - Renewal of Wright Flood Insurance Company policy for the period from September 14, 2015 to September 13, 2016

Vice Mayor Bastian asked if this was bid out. Ms. DiChiara advised that Brown and Brown assisted her in receiving quotes. This rate is the best deal available.

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

REGULAR AGENDA

33. Interlocal Agreement with Volusia County for Traffic Signal Maintenance and Other Services

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

Councilman Ford expressed concerns regarding the traffic lights on Dunlawton Avenue. He urged Council to review the traffic issues on Dunlawton Avenue. He will ask TPO for assistance.

Councilman Burnette feels the County is strong arming them into a three-year agreement.

Mr. Harden advised that the timing of the signals is handled by the County. The maintenance of the signals can be contracted out to another company. Council can take control of the signals and control the timing but it would be expensive.

Mr. Johansson will work with the City Manager in New Smyrna Beach to deal with the County.

Mr. White agreed with the issues on Dunlawton Avenue with the timing of the lights.

Motion carried 3-2 by roll call vote with Councilman Ford and Councilman Burnette voting no after no public comments.

34. City Center Market

Susan Lovallo, Parks & Recreation Director, provided details of the proposed agreement. Kelli Marks, City Center Market owner, said the move to the old Police Department tripled the number of vendors. She hasn't received any complaints so she can't address them. She has received over 100 signatures of support. She isn't comfortable with the previous agreement. She asked to shorten the contract to September 1 through May 31.

Councilman Ford wants to support the market.

Councilman Burnette supported working with the market and agreed to move to the old police department.

Motion to charge the market \$10 per week in City Center Circle from September 1 – May 31 was made by Councilman Ford, and Seconded by Councilman Burnette.

Councilman Stiltner explained the issues with the market being on Dunlawton without permits.

Ms. Marks asked for signage at the old police department showing they have moved to the circle. Council declined.

Motion carried 4-1 by roll call vote with Mayor Green voting no.

35. Monthly Financial Report - July 2015

Tracey Riehm, Finance Director, provided details of the monthly financial report.

Councilman Burnette asked for a loss flow ratio report. Ms. Johansson said Staff is working on the report. He will get a timeline.

Councilman Stiltner asked for a thorough review of the YMCA financials. Membership is down; revenues are down.

Mr. White believes the rate increase affected those using the least amount of water.

Mr. Noftall asked for a statement regarding the surplus of funds.

36. Time and Attendance and Scheduling Software (RFP #15-05)

Alan Rosen, Interim Assistant City Manager, provided details regarding the time & attendance software proposals and committee recommendation to reject all bids. Staff discussed the audit comments with the auditor and received favorable remarks regarding Staff's research into this software. Process improvement analysis is needed before changes are made. Kronos sells the scheduling software separately.

Councilman Ford believes a new system is needed but now is not the time since a new financial system is coming soon.

Council agreed to reject all bids.

37. Cypress Head Golf Course
a. Cypress Head Restaurant Renovations

Ms. Lovallo asked Council for direction regarding clubhouse renovation requests from Cypress Greens LLC. Frank Flagg, Facilities Manager, advised Council of the proposed costs of the renovations. Total estimate is \$88,423.

Ms. Lovallo provided the priority list from the vendor. The vendor is also making other improvements.

Mayor Green asked for the total budget on the project. Ms. Lovallo advised there is still money left in the original budget of \$500,000.

Mayor Green met with the owner of Cypress Greens LLC.

Councilman Ford advised this item hasn't been taken to the Golf Board. He asked if the Golf Board should be disbanded. Mr. Johansson will check on the process.

Motion to approve a 30 minute extension to the Council meeting was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Motion to approve was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote after no public comments.

b. Lease agreement with Cypress Greens LLC

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

Councilman Ford wants the agreement to be clear relating to the relationship with the restaurant and KemperSports. The restaurant needs to complete all restaurant items.

Motion carried unanimously by voice
vote.

c. Addendum 2 to Kemper Sports Contract

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

Councilman Ford is concerned with an unclear segregation of duties. Matt Jones, Assistant City Attorney, confirmed the agreement is clear on the duties of each party.

Mr. Nofall asked where in the agreement it specifies the segregation. Ms. Lovallo explained the need for the restaurant and golf course to work together.

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

d. Change Order #1 with Hall Construction

Mr. Flagg explained the quote on the HVAC system that is needed.

Motion to approve was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette. Motion carried
unanimously by roll call vote, after no
public comments

e. Surcharge, Annual Passes, 20-Year Forecast

Mr. Rosen asked Council for direction on the surcharge and if annual passes are desired.

The recommendation from the Golf Board is to keep the surcharge and clarify the accounting and change the definition of what it can be used on.

Council agreed to do annual passes.

Councilman Ford thanked Mr. Rosen for his work.

Mr. Noftall asked where the \$2.00 surcharge is going to be put. Councilman Ford advised that there is no change in the surcharge but a better policy will be in place for the capital expenses.

COMMENTS

38. City Attorney Comments

There were none.

39. City Manager Comments

The City Manager advised that the Police Chief finalists will be in town for the interviewing process on September 10 and 11, 2015.

COUNCIL COMMITTEE REPORTS

40. City Council Committee Reports

- a. General Employee's Pension Board – There was nothing reported.
- b. Police Pension Board – Councilman Bastian reported on the value of the plan.
- c. Fire Pension Board – Councilman Ford reported that the plan was solid prior to the recent decline in the market.
- d. River to Sea TPO Board – Councilman Ford reported that the Board agreed to a \$700,000 study for a cross county road that runs parallel to County Road 415.
- e. YMCA – Financial report provided by Ms. Riehm under item #35.

Mr. Noftall asked for information pertaining to the UAAL within the pension plans.

ADJOURNMENT: 11:27 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS, CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 15, 2015

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

Pledge of Allegiance

Silent Invocation

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

DISCUSSION ITEMS

4. Yorktowne Extension Update

Wayne Clark, Community Development Director, provided an update on the Yorktowne Extension project. There are plans and funds to build the central section that the City owns. The north segment is owned by a developer and has some litigation issues. They are looking to sell the property, which would require the builder to build the northern segment. He asked for direction regarding a traffic circle on the road. The purpose of the extension is to relieve congestion at I-95 and Williamson Blvd.

Councilman Burnette had concerns regarding the traffic circle but is in favor of the project.

Councilman Ford is in favor of the project as well but in the future when the developer has a development in line.

5. Further discussion of RFP 15-27, Commercial Lines of Insurance for Property, General Liability and Workers Compensation.

Mayor Green advised that the "cone of silence" was breached by Brown and Brown and the bid protest was not followed.

Councilman Ford understands splitting the bid may be difficult.

Councilman Burnette believes splitting the policies could save taxpayers money.

Vice Mayor Bastian believes Council has the option to split the policies. He believes the protection is better with Brown and Brown in the event of a loss.

Councilman Stiltner agreed with Vice Mayor Bastian. He likes the idea of having a broker work for the City.

David Lodwick, Director of Trust Services, Florida League of Cities, advised Council that FMIT's proposal was the lowest and best responsive proposal. He discussed items within the RFP. FMIT provides support and training for City Staff. He anticipates rates going down next year and would not recommend a two-year rate lock.

Alan Florez, Brown and Brown, believes there is an option to the City to split the coverage. They are not protesting the bid or the process of the proposals.

Councilman Burnette asked the City Attorney for her opinion on splitting the coverage. Margaret Roberts, City Attorney, advised that the procedures for an RFP are to negotiate with the #1 ranked firm. The appearance to her is they are negotiating with the #2 ranked firm. Councilman Burnette doesn't believe a bid protest can be made until Council makes a decision on the award.

Councilman Ford asked the City Attorney to provide a legal opinion as to splitting the coverage.

The item will come back to the Council for a decision on September 22, 2015.

6. Budget Discussion

Councilman Stiltner is concerned with a position for a Civil Engineer in Community Development. He would like to see this position on the table next year if not this year.

Vice Mayor Bastian discussed his concerns including compression for all employees, keeping the youth sports in tack with increased Parks and Recreation Staff, and ice machine maintenance expenses.

Councilman Burnette agreed with Councilman Stiltner's concern regarding the Civil Engineer position in Community Development. He'd like to discuss the possibility of adding the position mid-year next year. He wants the second Assistant City Attorney to be fully utilized. He asked Ms. Roberts to consider an expert in property issues to help with her work load. Councilman Burnette also had concerns regarding Parks and Recreation growth. He doesn't want to raise fees in the department this year.

Councilman Ford does not support more studies. He wants to invest in the employees. He wants City positions to be competitive. He recommended reducing one supervisory

position in Parks and Recreation so that those funds can be used to hire a labor negotiation firm. Councilman Ford believes an employee is needed to monitor the garbage contract. He believes more labor employees are needed for drainage and other issues in the City. He would like a workshop to discuss the need for a contract manager. He does not want to fund a study for a drainage fee study until the drainage system and condition is determined. He agreed with Councilman Burnette regarding the second Assistant City Attorney. He wants to negotiate with the City Attorney to know what exactly she is looking to hire.

Mayor Green suggested outsourcing the Solid Waste Management position. He wants the Emergency Manager to be effective in obtaining outside funds.

Councilman Burnette suggested revising the budgeted amount for new positions since they will not be hired as of October 1, 2015.

Council is in favor of swapping the Parks and Recreation position for the Civil Engineer in Community Development.

Ted Nofall, citizen, discussed his concerns with the budget. He believes the tax rate can be lowered. He did not support partial funding of positions that are needed.

Mayor Green asked Mr. Harden to discuss over payment of pension funding. Mr. Harden said the budget includes a calculation based on the percentage as recommended by the actuary for police and fire. The general plan has a minimum contribution amount listed as well as a recommended amount. Staff has budgeted the recommended amount listed.

Mr. Nofall asked why there is net pension obligation calculation. He doesn't agree with the amount being paid. He believes there is an overage of payment.

Councilman Ford asked that the calculations provided by Mr. Nofall be looked at for accuracy. Mr. Johansson said yes, and will accept any numbers from other citizens to be reviewed.

Mayor Green would rather not go above roll back.

Councilman Ford would also like to go to roll back. He believes there are more cuts that can take place.

Council agreed to delay the drainage fee study.

Vice Mayor Bastian supports the millage rate at 4.392 so that no other cuts are needed. He supports Staff's needs.

Councilman Stiltner supported the delay in the drainage fee study and would suggest consider delaying the Civil Engineer until at least April 2016.

Staff will look into outsourcing the Solid Waste Contract Manager.

7. Develop Goals for City Manager

Mr. Johansson discussed his plan for meeting the Council goals as defined with Marilyn Crotty earlier in the year. He will provide Council with an evaluation form with the metrics listed so they can evaluate him throughout the year.

Mayor Green would like commercial development to help with taxes.

Councilman Ford would like to meet to evaluate the City Manager one on one as well as a full Council. He'd like to see more specific goals.

Mr. Johansson asked that Council agree to the format he has provided. Department Heads will drill down to the specific metrics to be accomplished.

Council supported the process proposed.

ADJOURNMENT: 8:07 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Resolution No. 15-67 - Budget Appropriations

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-67.

SUMMARY: Resolution No. 15-67 - Budget Appropriations

*\$400,000 ECHO Grant for Riverwalk

*\$62,500 Leave Payouts for Admin. Svcs. Director and Temporary Help in HR

*\$15,000 Buschman Park Trailer Renovation

*\$78,125 ECHO Grant for Port Orange Train Depot Acquisition

*\$81,000 City Match for ECHO Grant for Train Depot Acquisition

*\$71,429 LAP Agreement 435500-1-38-01 Design Services for McDonald Road Sidewalk Project

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-67	Reso. No. 15-67.pdf
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Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/14/2015
Approved - 09/14/2015
Approved - 09/15/2015
Final Approval - 09/17/2015

RESOLUTION NO. 15 – 67

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR ECHO GRANT 15-10 FOR RIVERWALK, LEAVE PAYOUTS FOR RETIRED ADMINISTRATIVE SERVICES DIRECTOR, BUSCHMAN TRAILER RENOVATION, ECHO GRANT 15-09 FOR PORT ORANGE TRAIN DEPOT ACQUISITION, AND LAP AGREEMENT FPN: 435500-1-38-01 FOR MCDONALD ROAD SIDEWALK PROJECT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepted ECHO Grant 15-10 for Riverwalk Park, Phase I in the amount of \$400,000; and

WHEREAS, the City needs to fund the leave payouts for the retired Administrative Services Director; and

WHEREAS, the City wishes to renovate the Buschman Park Trailer; and

WHEREAS, the City Council accepted ECHO Grant 15-09 for the Port Orange Train Depot acquisition in the amount of \$78,125 and

WHEREAS, the City Council accepted Local Agency Program (LAP) Agreement FPN: 435500-1-38-01 for Design Services for the McDonald Road Sidewalk Project from Sugar House Drive to 6th Street in the amount of \$71,429; and

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

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

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

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

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

FY 2015 **General Fund 001**
PREPARED: **9/14/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Appropriated Equity	115,500
TOTAL REVENUES:	115,500

EXPENDITURES:

Human Resources	34,500
Non-Departmental	(15,000)
Parks Maintenance	15,000
Transfer to General Capital Fund 317	81,000
TOTAL EXPENDITURES:	115,500

To budget for 50% of leave payouts for the Admin Services Director due to retirement and to budget for temporary help in the Human Resources department; to move \$15,000 from the CM Executive Search Project AIO023 to the Buschman Park Trailer Renovation Project QPC053; and to transfer \$81,000 from the General Fund to the General Capital Fund 317 to fund the City's required match for the ECHO Grant to acquire the Port Orange Train Depot.

FY 2015 Town Center Tax Increment Fund 103
PREPARED: 9/14/15
FINANCE: Lisa A. Pallante

	APPROVED BUDGET
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REVENUES:

ECHO Grant 15-10 - Riverwalk Park, Phase I	400,000
TOTAL REVENUES:	<u>400,000</u>

EXPENDITURES:

Non-Departmental	400,000
TOTAL EXPENDITURES:	<u>400,000</u>

To budget for ECHO Grant 15-10 funds for Riverwalk Park, Phase I. (City Project AIO004)

FY 2015 **Transportation Impact Fee Fund 312**
PREPARED: **9/14/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Local Agency Program (LAP) Agreement **71,429**
FPN: 435500-1-38-01
Contract No. G0073
Project: Design Services for the McDonald Road Sidewalk Project from Sugar
House Drive to 6th Street

TOTAL REVENUES: 71,429

EXPENDITURES:

Public Works - Transportation (Grants) **71,429**

TOTAL EXPENDITURES: 71,429

To budget for LAP Agreement FPN: 435500-1-38-01 for Design Services for the McDonald Road Sidewalk Project from Sugar House Drive to 6th Street. (City Project OMI019)

FY 2015 **General Capital Fund 317**
PREPARED: **9/14/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

ECHO Grant - Project No. 15-09 - Port Orange Train Depot Acquisition	78,125
Transfer from General Fund 001	81,000
TOTAL REVENUES:	<u>159,125</u>

EXPENDITURES:

Non-Departmental	159,125
TOTAL EXPENDITURES:	<u>159,125</u>

To budget for the \$78,125 of ECHO Grant funds for Project No. 15-09 Port Orange Train Depot Acquisition; to budget \$78,125 in matching funds from the City for the ECHO Grant for the Train Depot Acquisition plus an additional \$2,875 in miscellaneous closing costs & contingency to cover title insurance, if needed, and any other cost not covered under the grant. (City Project AIO031)

FY 2015 **Information Technology Fund 501**
PREPARED: **9/14/15**
FINANCE: **Lisa A. Pallante**

	APPROVED BUDGET
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REVENUES:

Appropriated Equity	14,000
TOTAL REVENUES:	14,000

EXPENDITURES:

Information Technology	14,000
TOTAL EXPENDITURES:	14,000

To budget for 25% of leave payouts for the Admin Services Director due to retirement.

FY 2015 **Risk Management Fund 504**
PREPARED: **9/14/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

Appropriated Equity	14,000
TOTAL REVENUES:	14,000

EXPENDITURES:

Risk Management	14,000
TOTAL EXPENDITURES:	14,000

To budget for 25% of leave payouts for the Admin Services Director due to retirement.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/22/2015

Consent item: yes ☒ no ☐

SUBJECT: MAJOR SPECIAL EVENT REQUEST – THE LAST RESORT BAR – 5812 SOUTH RIDGEWOOD AVENUE, BEST CARS – 5816 SOUTH RIDGEWOOD AVENUE, AND HUNT FOR CARS – 5796 SOUTH RIDGEWOOD AVENUE

DEPARTMENT: COMMUNITY DEVELOPMENT

RECOMMENDED MOTION: Move to approve the Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue subject to twenty-six (26) conditions outlined in the attached report.

SUMMARY: Mr. Al Bulling, owner of The Last Resort Bar, requests approval of a Special Event to be held during Biketoberfest 2015. The proposed event is planned for a seven (7) day period from Monday, October 12, through Sunday, October 18, 2015. The proposed hours for the event are from 11:00 a.m. until 10:00 p.m., daily. This will be the second Special Event for The Last Resort Bar in 2015.

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and the attached conditions do not permit the extra hour.

Mr. Bulling has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

ATTACHMENTS: ☐ Budget Resolution ☐ Ordinance/Resolution
☒ Support Documents (contract, agreement, etc.) ☒ Other

DEPARTMENT HEAD

Submitted:

FINANCE DEPARTMENT

Approved as to Budget Requirements: N/A

CITY MANAGER

Approved Agenda Item for:

CITY ATTORNEY

Approved as to Form and Legality: N/A

COUNCIL ACTION: ☐ Approved as Recommended ☐ Disapproved ☐ Tabled Indefinitely
☐ Continued to Date Certain _____ (date) ☐ Approved with following modification:
Follow up letter/action to be taken by: ☒ Department ☐ Clerk's office or ☒ N/A



CITY OF PORT ORANGE

Department of Community Development

1000 City Center Cir.

Port Orange, FL 32129

Phone: (386) 506-5600 Fax: (386) 506-5699

AUG 21 2015

CITY OF PORT ORANGE

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

8-21-15
Cc
15-3721

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: THE LAST RESORT BAR

Event Site Address: 5812 S RIDGEWOOD AVE

Event Contact Person: AL BULLING

Email Address: ALSLASTRESORT@AOL.COM Phone: 386-631-8553

Description of Event: BIKETOPERFEAST 2015

Dates of Event: 10-12 - 10-17

Repeat Event: YES ☒ NO ☐

Number of Temporary Merchants: 6

Signs: YES ☐ NO ☐

Temporary Power: YES ☐ NO ☒

Tents: YES ☒ NO ☐

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

- ☐ MINOR SPECIAL EVENTS (Seven days or less)
\$100.00
- ☒ MAJOR SPECIAL EVENTS (Seven days or less)
\$300.00*
- ☐ MAJOR SPECIAL EVENTS (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Biketoberfest

OWNER/APPLICANT: Al Bulling

EVENT LOCATION: The Last Resort Bar - 5812 South Ridgewood Ave.
Best Cars - 5816 South Ridgewood Ave.
Hunt for Cars - 5796 South Ridgewood Ave.

STAFF CONTACT: Jeffrey Rivera, Administrative Assistant

CITY COUNCIL DATE: September 22, 2015

INTRODUCTION:

Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Biketoberfest 2015. The proposed event is planned for a seven (7) day period from Monday, October 12, through Sunday, October 18, 2015. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. The event is planned for the property currently occupied by The Last Resort Bar, Best Cars at 5816 S. Ridgewood Avenue, and Hunt for Cars at 5796 S. Ridgewood Avenue.

CASE BACKGROUND:

Normal operations of The Last Resort Bar will continue. Twenty (20) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2015, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Other outside activities proposed for the event include live outdoor music and creamed corn wrestling, which will be held on Thursday, October 15, 2015. An all-day Chopper show is proposed for Saturday, October 17, 2015. Port-o-let facilities are proposed for the event, along with private security provided by the Bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Biketoberfest 2015, with recognized dates Monday, October 12, through Sunday, October 18, 2015. This is the second Special Event for The Last Resort Bar in 2015.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

ADDITIONAL REQUEST:

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and the attached conditions do not permit the extra hour.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The Last Resort Bar has requested that the surety bond be waived due to the past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years.

Staff recommends approval of The Last Resort Bar Special Event request, subject to the following twenty-six (26) conditions:

1. Hours for the event shall be from 11:00 a.m. to 10:00 p.m. The Last Resort Bar also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.

3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
5. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Last Resort Bar must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
 - e. Provisions and Standards of the City's *Body Art Ordinance*.
 - f. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - g. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
6. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA #102 Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
7. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.

8. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
9. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.
11. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with *Section 4.22 and/or 4.23 Florida Accessibility Code*, i.e. must be handicapped-accessible.
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.
16. The Last Resort Bar shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort and the Police Department and paid to the City prior to issuance of the permit.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for the one (1) banner permitted for this event. Application shall be applied for by September 15, 2015.
19. No trees shall be removed and care shall be taken to protect landscaped areas.

20. The Last Resort Bar shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
21. Any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.
22. It is The Last Resort Bars' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event. Pending the Council's waiver of the surety bond fee, failure to properly remove debris and restore site to its original condition could require the deposit of a surety bond on any future permits.
23. No more than the requested twenty (20) vendors shall be on this site.
24. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
26. The \$250.00 surety bond must be paid in full.

DISTRIBUTION LIST

Chris Weir, Fire Marshal
Sgt. Steven Braddock, Police Dept.
Kerry Leuzinger, Building
Gwen Perney, Planner
Chris Barnes, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/22/2015

Consent item: yes ☒ no ☐

SUBJECT: MAJOR SPECIAL EVENT REQUEST – FIRST TURN STEAKHOUSE & LOUNGE – 5236 SOUTH RIDGEWOOD AVENUE – 5204 SOUTH RIDGEWOOD AVENUE – 5218 SOUTH RIDGEWOOD AVENUE – 5164 SOUTH RIDGEWOOD AVENUE

DEPARTMENT: COMMUNITY DEVELOPMENT

RECOMMENDED MOTION: Move to approve the Special Event request for First Turn Steakhouse & Lounge located at 5236 South Ridgewood Avenue subject to twenty-seven (27) conditions outlined in the attached report.

SUMMARY: Mr. Rick Hilliard, owner of First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Biketoberfest 2015. The proposed event is planned for a seven (7) day period from Monday, October 12, through Sunday, October 18, 2015. The proposed hours for the event are from 11:00 a.m. until 10:00 p.m., daily. This will be the second Special Event for First Turn Steakhouse & Lounge in 2015.

Mr. Hilliard has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

ATTACHMENTS: ☐ Budget Resolution ☐ Ordinance/Resolution
☒ Support Documents (contract, agreement, etc.) ☒ Other

DEPARTMENT HEAD

Submitted:

FINANCE DEPARTMENT

Approved as to Budget Requirements: N/A

CITY MANAGER

Approved Agenda Item for:

CITY ATTORNEY

Approved as to Form and Legality: N/A

COUNCIL ACTION: ☐ Approved as Recommended ☐ Disapproved ☐ Tabled Indefinitely
☐ Continued to Date Certain _____ (date) ☐ Approved with following modification:
Follow up letter/action to be taken by: ☒ Department ☐ Clerk's office or ☒ N/A



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

8/27/15

RECEIVED BY:

JR

PERMIT NO.:

15-3790

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: Original First Turn
Event Site Address: 5236/5218-5204/5164
Event Contact Person: Rock Hilliard
Email Address: R.Hilliard@CFL-RK.COM Phone: 386 4511531
Description of Event: OctFest

Dates of Event: Oct 12-18

Repeat Event: YES ☒ NO ☐

Number of Temporary Merchants: 12

Signs: YES ☒ NO ☐

Temporary Power: YES ☐ NO ☒

Tents: YES ☒ NO ☐

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

☐ MINOR SPECIAL EVENTS (Seven days or less)
\$100.00

☒ MAJOR SPECIAL EVENTS (Seven days or less)
\$300.00*

☐ MAJOR SPECIAL EVENTS (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Biketoberfest

OWNER/APPLICANT: Rick Hilliard

EVENT LOCATION: First Turn – 5236 S. Ridgewood Ave., 5164 S. Ridgewood Ave., 5204 S. Ridgewood Ave., 5218 S. Ridgewood Ave.

STAFF CONTACT: Jeffrey Rivera, Administrative Assistant

CITY COUNCIL DATE: September 22, 2015

INTRODUCTION:

Rick Hilliard, owner of First Turn Steakhouse & Lounge requests approval for a Special Event to be held during Biketoberfest 2015. The proposed event is planned for a seven (7) day period from Monday, October 12, through Sunday, October 18, 2015. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. The event is planned for the property currently occupied by First Turn Steakhouse & Lounge.

CASE BACKGROUND:

Normal operations of First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2015, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Other outside activities proposed for the event include live outdoor music daily. Four (4) Port-o-let facilities are proposed for the event, along with private security provided by the Bar.

Chapter 42, Article IV, Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Biketoberfest 2015, with recognized dates Monday, October 12, through Sunday, October 18, 2015. This is the second Special Event for First Turn Steakhouse & Lounge in 2015.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years.

Staff recommends approval of First Turn Steakhouse & Lounge Special Event request, subject to the following twenty-six (27) conditions:

1. Hours for the event shall be from 11:00 a.m. to 10:00 p.m. First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

5. First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
 - e. Provisions and Standards of the City's *Body Art Ordinance*.
 - f. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - g. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
6. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA #102 Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
7. If any outdoor lighting or other structural features are to be installed in association with this event, First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
8. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
9. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of First Turn Steakhouse & Lounge to maintain access for emergency vehicles.
11. First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with *Section 4.22 and/or 4.23 Florida Accessibility Code*, i.e. must be handicapped-accessible.
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of First Turn Steakhouse & Lounge at the rate of \$40.00 per hour with a minimum of three hours.
16. First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort and the Police Department and paid to the City prior to issuance of the permit.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for the one (1) banner permitted for this event. Application shall be applied for by September 15, 2015.
19. No trees shall be removed and care shall be taken to protect landscaped areas.
20. First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.

21. Any disturbance of public right-of-way shall be the sole responsibility of First Turn Steakhouse & Lounge.
22. It is First Turn Steakhouse & Lounges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event. Pending the Council's waiver of the surety bond fee, failure to properly remove debris and restore site to its original condition could require the deposit of a surety bond on any future permits.
23. No more than the requested twelve (12) vendors shall be on this site.
24. First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
26. The \$250.00 surety bond must be paid in full.
27. 5204 Ridgewood Avenue is not incorporated in the alcoholic beverages license for The First Turn Steakhouse. This property is only used for additional parking. Signs stating "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.

DISTRIBUTION LIST

Chris Weir, Fire Marshal
Sgt. Steven Braddock, Police Dept.
Kerry Leuzinger, Building
Gwen Perney, Planner
Chris Barnes, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Authorization for two Pumpkin Patch Minor Special Events to exceed seven consecutive calendar days

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve event duration beyond seven consecutive calendar days for Minor Special Event requests by the Church of the Nazarene located at 840 Taylor Road and the First United Methodist Church located at 305 Dunlawton Avenue.

SUMMARY:

Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53 requires City Council to approve the duration of any Special Event that exceeds seven consecutive calendar days. The Church of the Nazarene and the First United Methodist Church have requested Minor Special Event permits for their annual sale of pumpkins and associated activities. Minor Special Events can be approved by staff administratively but because both events are proposed for approximately one month, Council has to authorize the requested duration.

The requested event dates for the Church of the Nazarene are October 5, 2015 through October 31, 2015, (27 days) from 11:00 AM to 7:00 PM, with evening hayrides every Friday and Saturday.

The requested event dates for the First United Methodist Church are September 26, 2015 through October 31, 2015, (36 days) from 12:00 PM to 8:00 PM, Sunday through Friday, and 10:00 AM to 8:00 PM on Saturdays.

The pumpkin sales events have occurred at these locations for a number of years and staff is not aware of any issues or concerns associated with the duration of these events. As a result, staff recommends approval of the request to extend the duration of the Minor Special Events beyond seven consecutive calendar days.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Schmotzer, Melanie
Clark, Wayne
Johansson, M. Jake

Created/Initiated - 09/10/2015
Approved - 09/10/2015
Final Approval - 09/17/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Contract with HD Supply Water Works, LTD for Purchase of Water Meter Transceivers

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Standard Contract for Services with HD Supply Water Works, LTD and its General Partner, HD Supply GP & Management, Inc. for the sole source purchase of Single and Dual Port 520M Transmitters for Sensus FlexNet for an amount not to exceed \$500,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The City has standardized to the Sensus FlexNet transceiver system to convey water meter readings electronically. HD Supply Water Works is the approved sole source supplier of Sensus FlexNet Transmitters within the State of Florida (see attached). These transmitters are compatible with the Neptune meters and all current and new meter installations will have a transceiver unit connected to the meter.

Funding is contingent upon approval of the FY2016 Capital Improvement and Operating Budget.

Project No.: <u>ZMI044</u>	Funding Account No.: <u>40108005364931</u>
<u>none</u>	<u>40105005364931</u>
<u>none</u>	<u>40108005365218</u>
<u>none</u>	<u>40108005366431</u>
<u>none</u>	<u>40105005364933</u>
<u>none</u>	<u>40108005365531</u>

ATTACHMENTS:

1.	HD Supply Waterworks, Ltd. Contract	HD Supply Waterworks, Ltd. Standard Contract for Services with City of Port Orange.pdf
2.	Approved Sole Source Form	Sole Source PDF.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey

Created/Initiated - 08/03/2015
Approved - 08/03/2015
Approved - 08/03/2015
Approved - 08/11/2015

Roberts, Margaret
Harden, David
Johansson, M. Jake

Approved - 09/16/2015
Approved - 09/17/2015
Final Approval - 09/17/2015



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HD SUPPLY WATERWORKS, LTD.**, a Florida limited partnership whose principal address is 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30339 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide Single and Dual Port 520M Transmitters for Sensus FlexNet to the City of Port Orange.

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

Term: Notwithstanding the date of execution, the term of this Contract shall be for a period of one (1) year, commencing October 1, 2015 and continuing until September 30, 2016.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued by the City at the direction of the City Manager. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be

governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contractor requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	HD Supply Waterworks, LTD. Attention: Paul Thomas, Sales Representative 590 Ferguson Drive Orlando, Florida 32805 (321) 689-1322 – Telephone Paul.Thomas@HDSupply.com HD Supply GP & Management, Inc. Attention: Joseph J. DeAngelo, President 3100 Cumberland Boulevard Suite 1700 Atlanta, Georgia 30339

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

26. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

Witnesses:

HD SUPPLY WATERWORKS, LTD.
By: HD SUPPLY GP & MANAGEMENT, INC.

Printed Name: _____

By: _____

Authorized Agent

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of HD Supply Waterworks, Ltd., a Florida limited partnership, and who:

[Notary: Please select one]

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5054]



Paul Thomas
590 Ferguson Dr.
Orlando, FL 32805

July 28, 2015

Mr. Rick Wilson
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Wilson,

HD Supply Waterworks has been able to hold the transmitter pricing for 3 years. The price for each transmitter will be increased by \$5.00 each to the City of Port Orange beginning on October 1, 2015. We will provide written notice of any intent to increase pricing with a minimum of 30 days' notice.

Current Transmitter Pricing:

520M Single Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$120.00
520M Dual Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$130.00
Splice Kits (includes 3 – 3M Gel Caps and 1 – Grease Tube)	\$ 4.00

Please let me know if you have any further questions regarding transmitter pricing. I will forward a copy of our Sole Distributor letter from Sensus for Port Orange soon.

Sincerely,

Paul B. Thomas

Paul Thomas
Paul.Thomas@HDSupply.com
(321) 689-1322 Cell Phone
(407) 291-1545 Office

EXHIBIT "1"



DATE: 07/30/2015

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

Vendor: HD Supply Waterworks

Vendor Email: paul.thomas@hdsupply.com

Commodity: Single and Dual Port 520M Transmitter for Sensus Flexnet

Fiscal year estimated expenditure for the above commodity or service: \$750000.00

Department: Public Utilities

Fiscal Year: FY2016

City Contact Name: Julia Wiggins

Phone Ext.: 5751

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Proprietary/original manufacturer is only provider of parts, equipment, or service.
- A. *Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.*
 - B. *Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.*
 - C. *Attach a departmental memorandum (Justification of Request)*
- 2) ☐ None of the above applies.
- A. *Attach a departmental memorandum (Justification of Request)*

JUSTIFICATION OF REQUEST: (Explain in a separate departmental memorandum).

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval *Anders Nielsen*

Date: 7/30/2015

IT approval (*Software or hardware purchases only*) *n/a*

Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: 16-02 Date Posted: 8/3/15

Complaints/Protest (Yes/No) No

Verified by Purchasing: *[Signature]*

Date: 8/14/15

CITY MANAGER APPROVAL

City Manager approval *[Signature]*

Date: 8-17-15



Paul Thomas
590 Ferguson Dr.
Orlando, FL 32805

July 28, 2015

Mr. Rick Wilson
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Wilson,

HD Supply Waterworks has been able to hold the transmitter pricing for 3 years. The price for each transmitter will be increased by \$5.00 each to the City of Port Orange beginning on October 1, 2015. We will provide written notice of any intent to increase pricing with a minimum of 30 days' notice.

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Splice Kits (includes 3 – 3M Gel Caps and 1 – Grease Tube)	\$ 4.00

Please let me know if you have any further questions regarding transmitter pricing. I will forward a copy of our Sole Distributor letter from Sensus for Port Orange soon.

Sincerely,

Paul B. Thomas

Paul Thomas
Paul.Thomas@HDSupply.com
(321) 689-1322 Cell Phone
(407) 291-1545 Office



MaryAnn Junk
Bid/Quote Administrator
Contract & Proposal Management
Marketing

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15401 USA
maryann.junk@sensus.com

T: 800-638-3748
F: 800-888-2403
www.sensus.com



July 8, 2015

The City of Port Orange
Port Orange, Florida

Subject: Authorized Distributor

To Whom It May Concern:

Sensus USA is pleased to confirm that HD Supply of Florida is the exclusive Authorized Sensus distributor for your area and are committed to stocking your specifications of Sensus' products such as Water Meters, Meter Reading Systems, Testing Equipment, and Repair Parts.

Thank you for your continuing business.

Sincerely,

Sensus USA, Inc.

MaryAnn Junk

MaryAnn Junk
Bid/Quote Administrator
Contract and Proposal Management, Marketing

cc: Griff Machinski, Sensus, Territory Manager
Stephen Hemingway, HD Supply, Florida



Memorandum

To: Joseph Gomez, Purchasing Manager
From: Andrew Neff, Public Utilities Director *AN*
Subject: **Sole Source Justification for HD Supply Waterworks**
Date: July 31, 2015

HD Supply Waterworks is the sole source supplier of Sensus FlexNet Transmitters (both single and dual) within the State of Florida. It has been the direction of the City to transform all current and new meter installations to have a Transceiver Unit (FlexNet) mounted with the meter. Compatibility has been tested and proven by Public Utilities staff over the past several years.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Contract for Services with ACET Recycling, LLC

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Standard Contract for Services with ACET Recycling, LLC for the disposal and recycling of lime sludge for an annual amount not to exceed \$52,325, contingent upon the approval of the FY2016 Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Garnsey Water Plant generates approximately 18-25 cubic yards of lime sludge daily. The Volusia County Landfill labels our sludge as "special waste designation" and will charge \$68 per cubic yard for disposal. This could cost the City up to \$618,800 annual.

In the past, the City has contracted with Set Materials. Set Materials will be closing their business on September 30, 2015. ACET Recycling, LLC will be taking over the recycling of lime sludge and will accept ours at a rate of \$5.75 per cubic yard for disposal and to recycle it into a crushed concrete product. This would cost the City \$52,325 annually.

Project No.: none Funding Account No.: 40102005333411

ATTACHMENTS:

1.	Approved Sole Source Documents	ACET Recycling Sole Source 09.01.15-09.30.16.pdf
2.	ACET Recycling, LLC Contract	ACET Recycling, LLC Standard Contract for Services with City of Port Orange.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/16/2015
Approved - 09/16/2015
Approved - 09/16/2015
Approved - 09/16/2015
Approved - 09/16/2015
Final Approval - 09/17/2015



DATE: 08/17/2015

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

Vendor: ACET Recycling, LLC

Vendor Email: scott@acet-recycling.com

Commodity: Lime Sludge Disposal / Recycling

Fiscal year estimated expenditure for the above commodity or service: \$52325.00

Department: Public Utilities

Fiscal Year: 2016

City Contact Name: Julia Wiggins, PU Budget Anal.

Phone Ext.: 5751

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☐ Proprietary/original manufacturer is only provider of parts, equipment, or service.
A. Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.
B. Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.
C. Attach a departmental memorandum (Justification of Request)
- 2) ☒ None of the above applies.
A. Attach a departmental memorandum (Justification of Request)

JUSTIFICATION OF REQUEST: (Explain in a separate departmental memorandum).

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval *Austin Wilson*

Date: 8/17/2015

IT approval (Software or hardware purchases only) _____

Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: 1116-10 Date Posted: 8/19/15

Complaints/Protest (Yes/No) No

Verified by Purchasing: *[Signature]*

Date: 8/31/15

CITY MANAGER APPROVAL

City Manager approval *M.H. Jones*

Date: 9-1-15



Memorandum

To: Joseph Gomez, Purchasing Manage
From: Andy Neff, Public Utilities Director *AN*
Subject: **Sole Source Justification Request for ACET Recycling, LLC**
Date: August 5, 2015

The Garnsey Water Plant generates approximately 18 – 25 cubic yard of lime sludge daily. The Volusia County Landfill labels our sludge as “special waste designation” and charges \$68 per cubic yard for disposal potentially costing the City \$618,800 annually.

ACET Recycling is the only known vendor that will take our lime sludge and recycle it into a crushed concrete product. They will charge us \$5.75 per cubic yard to dispose of our lime sludge costing approximately \$52,325 annually. We deliver the product to their site.

This vendor is taking over for Set Materials, the current contractor, who is closing their business effective September 30, 2015.



4639 S Clyde Morris Blvd, Suite 106
Port Orange, FL 32129
PHONE: (386) 275 - 1511 FAX: (386) 333 - 9915

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

To whom it may concern,

Acet Recycling Daytona yard located at 1189 Indian Lake Road Daytona Beach, FL 32124 will accept lime sludge from the City of Port Orange. All Lime will be delivered at no cost to Acet Recycling. Acet Recycling will charge a dump fee to the City of Port Orange. The cost will be \$5.75 per cubic yard. Tickets to be made out per load and left at designated spot.

Thank you,

A handwritten signature in blue ink, appearing to read 'Scott Drewry', is written over a horizontal line.

Scott Drewry
ACET Recycling llc

County of Volusia Solid Waste Division

Special Waste Acceptance Protocol

Policy

The County of Volusia Solid Waste Division must meet strict environmental protection standards, workers safety standards, and operational requirements when managing solid wastes for disposal. The County of Volusia Solid Waste Division is not a regulatory agency, but cooperates with federal, state, and local agencies to ensure the proper disposition of County of Volusia solid waste.

Certain non-typical waste streams require examination and special handling during disposal and are considered special wastes. In general, special wastes include any material that is not normal garbage or trash and requires special handling due to its size, physical characteristics, generation, packaging, or other characteristics. This class of material encompasses such materials as appliances, construction debris, tires, etc. Most of these wastes are handled easily and have established handling methods.

Special wastes also include, but are not limited to, industrial waste and byproducts, contaminated soils and/or oily waste such as debris from petroleum product leaks or spill cleanups, ash residue, and sludge from sewage, industrial, water, and air. Any material, which is not municipal solid waste may be considered special waste and may require review prior to disposal.

Special wastes are accepted for disposal solely at the discretion of the County of Volusia Solid Waste Division. Specific requirements must be met before special wastes can be accepted for disposal. The generator must provide a proper waste determination/classification which includes waste stream analysis such as TCPL testing to County of Volusia Solid Waste Division for review. A description of the process that generated the waste, the amount of waste to be disposed and the frequency of disposal must also be included.

The Tomoka Farms Road Landfill cannot accept any liquids; therefore, all free flowing liquids will need to be removed prior to delivery to the landfill. The generator may be required to provide documentation that the waste passes the paint filter test.

Special waste deliveries will only be accepted with proper authorization, a special waste manifest, and proper arrangement for payment.

Definitions

Hazardous Waste – a solid waste as identified by United States Environmental Protection Agency (USEPA) in 40 CFR 261 & 262 or Florida Department of Environmental Protection (DEP) in 62-730 FAC as hazardous waste.

Municipal Solid Waste – includes any solid waste, except for sludge, resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste

management service. The term includes yard trash, but does not include solid waste from industrial, mining, or agricultural operations.

RCRA – The Resource Conservation and Recovery Act of 1976 as a revised and amended.

Special Waste – solid waste that requires special handling, management and/or is not normally found in Municipal Solid Waste.

The Toxic Characteristic Leaching Procedure (TCLP) - a laboratory analysis method designed to approximate or simulate the conditions in a landfill and determine the release of specific contaminants. Solid waste that exceeds the TCLP regulatory limits are said to exhibit toxic hazardous characteristics and are defined as hazardous waste if/when disposed of.

Approval and Disposal Procedures for Special Waste

1. The first step in the process is to contact County of Volusia Solid Waste Division's Environmental Specialist or designee telephone at 386-947-2952 or istirk@volusia.org. To initiate the Special Waste approval process, a *Special Waste Profile and Disposal Application* Form is sent by the County of Volusia Solid Waste Division to the generator.
2. The generator characterizes the waste and returns a completed *Special Waste Profile and Disposal Application* to County of Volusia Solid Waste Division representative. All other required information such as laboratory analysis and process description must be included.
3. County of Volusia Solid Waste Division personnel will review the completed *Solid Waste Profile and Disposal Application* and laboratory analysis to determine the waste's acceptability for disposal at the landfill. If other agencies are involved, County of Volusia Solid Waste Division personnel may contact them to verify information, generation circumstances, etc. Additional information or analysis may be requested as deemed necessary to fully characterize the material.
4. If the waste is approved for disposal, the generator will be sent the following:
 - A *Special Waste Disposal Acceptance Letter* for a specified amount of material and number of loads to be delivered, with instructions for delivery.
 - One or more *Special Waste Manifest* forms. A separate manifest must accompany each load delivered to the Tomoka Farms Road Landfill.
5. After receipt of approval, the generator may schedule delivery of the special waste. Deliveries must be scheduled 24 hours prior to delivery [Monday-Friday, excluding holidays]. Provisions for payment must be made prior to delivery (see item 9). Delivery of special waste is by appointment only. Unscheduled loads of special waste will not be accepted at the landfill.
 - Environmental Specialist or designee will coordinate all deliveries with Landfill Operations and the Landfill Scalehouse.
6. Scheduled appointments will be at the Tomoka Farms Road Landfill scalehouse. The load may be checked by County of Volusia Solid Waste Division personnel for conformance with the submitted information prior to being allowed to off-load.
7. County of Volusia Solid Waste Division personnel will direct the transporter to the designated area of the landfill where the special waste shall be off-loaded.
8. A copy of the completed *Special Waste Manifest* and weight ticket will be returned to the transporter after off-loading as receipt of disposal.

9. The minimum disposal fee for special waste is \$68 per ton for Volusia County generated waste, \$136 per ton for Out of County generated waste, and \$85 per ton for Flagler County generated waste. Payment may be made by cash, Master Card or Visa, or billed to an existing account holder.

Guidelines

It is always prudent to utilize proper management techniques, record keeping, and NELAC (National Environmental Laboratory Accreditation Conference) certified labs.

Generators of special waste are required to determine and provide documentation of the regulatory status of their waste. Under Federal law, the generator is responsible and liable for properly characterizing and disposing of any waste material. The generator should have thorough knowledge of the process or events generating the waste.

Analysis

For special waste, sufficient analysis or documentation to demonstrate that wastes are acceptable for disposal at Tomoka Farms Road Landfill must be provided. This usually involves obtaining a representative sample of the waste and having it analyzed for the parameters of interest by a qualified environmental testing laboratory.

The minimum parameters that need to be tested will be determined by the Environmental Specialist or designee and may vary depending on the specific waste stream. Results of the analysis shall be presented as TCLP and/or SPLP. County of Volusia Solid Waste Division may require that a representative from the County be present when samples are taken.

Laboratories are listed in the yellow pages. Professional help can be found under "Environmental Services". County of Volusia Solid Waste Division does not recommend or provide a list of vendors.

Alternatives

Commercial firms are available in Central Florida that thermally treat petroleum contaminated soils. In addition, a hazardous waste contractor may be contacted to dispose of the material.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2015**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ACET RECYCLING, LLC**, a Florida limited liability corporation whose principal address is 422 Cactus Street, Port Orange, Florida 32127 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Definitions

As used in this Contract, the term "byproduct" shall be as described in Section 403.7045(1)(f), Florida Statutes. The byproduct that is the subject of this Contract is lime sludge generated from the City's potable water supply treatment process.

2. Provision of Services

- (a) The Contractor hereby agrees to provide the following services to the City of Port Orange:
- (i) receiving and properly storing lime sludge byproduct and incorporating the byproduct as material ingredients in Contractor's products in a timely manner.
 - (ii) tracking byproduct received and incorporated into Contractor's products. Tracking shall be performed using tracking forms developed by the City and Contractor and shall document the quantity of byproduct received, currently in storage, and the quantity of byproduct incorporated or disposed since the City's prior delivery.
 - (iii) promptly and properly disposing in a Class I landfill all byproduct that is received but not incorporated into Contractor's products because it is found to be non-suitable.
- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall be effective the last date this Contract is signed by the Parties and shall continue until September 30, 2017.

Renewals: This Contract may be renewed for four (4) additional one-year periods, upon written agreement of the Parties as follows:

- Renewal No. 1: October 1, 2017 through September 30, 2018
- Renewal No. 2: October 1, 2018 through September 30, 2019
- Renewal No. 3: October 1, 2019 through September 30, 2020
- Renewal No. 4: October 1, 2020 through September 30, 2021

Manner and Place: Contractor shall perform in a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances, and subject to verification and documentation provided to the City within ten (10) days after written request. The City shall deliver lime sludge byproduct to

the Contractor's site for Contractor's exclusive use in the processing of recycled crushed concrete products at the place of delivery. Contractor shall store and stage byproduct in a manner that will allow byproduct to be segregated from other materials on site and on an impervious surface or liner at all times following delivery until use. Byproduct shall be covered to avoid contact with stormwater prior to incorporation. The majority (on a cubic yard basis) of byproduct delivered shall be utilized by Contractor within one year of Contractor's receipt.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under this Contract.

Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued by the City at the direction of the Public Utilities Director. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations.* In return for the services identified above, the City agrees to compensate Contractor at the rate of \$5.75 per cubic yard of byproduct delivered to Contractor, subject to a limit up to but not to exceed Fifty-Two Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$52,325.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration.* The Public Utilities Director, Andrew Neff, 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.

(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 17 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 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.

7. 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.

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 that ordinarily and necessarily would be required by the City in order to perform the service.

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

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.

(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 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 Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability — (Errors & Omissions) <u>Limits:</u>	Coverage — \$1,000,000 minimum	

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

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically

designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

15. **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.

16. **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.

17. 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.

18. 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.

19. 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.**

20. Additional Provisions. As may have been outlined in Exhibit "1" 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.

21. 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.

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

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

Copy to: City of Port Orange
Attention: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: ACET Recycling, LLC
Attention: Scott Drewry, Managing Member
4639 South Clyde Morris Boulevard
Suite 106
Port Orange, Florida 32129
(386) 275-1511 – business
office@acet-recycling.com

422 Cactus Street
Port Orange, Florida 32127

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.

23. 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.

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

[remainder of page intentionally left blank]

Witnesses:

ACET RECYCLING, LLC

Printed Name: _____

By: _____

Scott Drewry, 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: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUISA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Scott Drewry, as Managing Member of ACET Recycling, 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: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5051]



4639 S Clyde Morris Blvd, Suite 106
Port Orange, FL 32129
PHONE: (386) 275 - 1511 FAX: (386) 333 - 9915

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

To whom it may concern,

Acet Recycling Daytona yard located at 1189 Indian Lake Road Daytona Beach, FL 32124 will accept lime sludge from the City of Port Orange. All Lime will be delivered at no cost to Acet Recycling. Acet Recycling will charge a dump fee to the City of Port Orange. The cost will be \$5.75 per cubic yard. Tickets to be made out per load and left at designated spot.

Thank you,

Scott Drewry
ACET Recycling llc



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Rejection of Bid (RFP 15-25 Bus Bench Advertising) and Removal of Benches

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to reject the bid received in response to RFP 15-25 and direct the removal of existing bus benches by Waverly Media, LLC.

SUMMARY: Staff recommends formal rejection of the single bid received in response to RFP 15-25 for bus bench advertising. The proposed RFP was designed to ensure compliance with all applicable local, state and federal regulations. Creative Outdoor Advertising of America, the single proposer, submitted its response with conditions outside the scope of the RFP which rendered the proposal non-responsive.

The City is currently under contract with Waverly Media, LLC for bus bench advertising. This contract is set to expire on October 4, 2015. Staff recommends removal of the benches pursuant to the Agreement while staff works with the county to ensure benches are properly located and installed as part of the county's Votran system of transportation.

Project No.: Funding Account No.: 001-0000-369-90-16

ATTACHMENTS:

1.	RFP 15-25 Bus Bench Advertising	15-25 RFP Bus Bench Advertising DRAFT 7 - FINAL.pdf
2.	RFP 15-25 Addendum 1	15-25 Addendum 1.pdf
3.	RFP 15-25 Addendum 2	15-25 Addendum 2.pdf
4.	Creative Outdoor Advertising of America Proposal	15-25 Submittal - Creative Outdoors.pdf

Cockcroft, Kynah
Adumuah, Branford
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/10/2015
Approved - 09/10/2015
Approved - 09/15/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Bus Bench Advertising

RFP #15-25



Prepared by:

City of Port Orange Purchasing Division

May 2015

Release date: **June 12, 2015**

Non-mandatory pre-proposal meeting: **June 25, 2015 at 10:00 a.m.**

Last day for questions: **July 2, 2015 by 5:00 p.m.**

Proposal due date and time: **July 14, 2015 at 2:30 p.m.**

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

purchasing@port-orange.org
www.port-orange.org



SECTION 00020

RFP #15-25

REQUEST FOR PROPOSALS Bus Bench Advertising

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Bus Bench Advertising. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 pm on July 14, 2015** or pursuant to addendum issued by the City.

DESCRIPTION: The City of Port Orange, Florida is soliciting proposals from qualified professional firms to provide for benches design, installation, removal, maintenance and advertising at specified locations throughout the City. The total number of benches shall be determined by the City and will be located exclusively at designated and signed bus/transit stop locations unless otherwise approved by the City Manager.

There will be a non-mandatory pre-proposal meeting for the project at **10:00 A.M.** (local time) on **June 25, 2015** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Attendance to the pre-proposal meeting is non-mandatory.

All proposals 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 proposals 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 proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Joseph A. Gomez, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email jgomez@port-orange.org. Last day for questions will be **July 2, 2015 by 5:00 p.m.** All questions shall be directed **in writing** to the Purchasing Manager, Joseph A. Gomez, jgomez@port-orange.org

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

No proposals 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 Proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with one (1) original, five (5) copies and one (1) CD or flash drive version addressed to Joseph A. Gomez, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and plainly marked on the outside: **"RFP #15-25 Bus Bench Advertising"**.

Joseph A. Gomez, Purchasing Manager
Legal Ad - One Time – June 12, 2015

SECTION 00025

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CITY OF PORT ORANGE**

**REQUEST FOR PROPOSALS
Bus Bench Advertising**

RFP #15-25

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00420	Map and Spreadsheet of Existing Bus Benches
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SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

RFP #15-25

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Bus Bench Advertising

RFP RELEASE DATE: June 12, 2015

RFP NON-MANDATORY PRE-PROPOSAL MEETING: June 25, 2015 Council Chambers

RFP DEADLINE FOR QUESTIONS: July 2, 2015 at 5:00 p.m.

RFP DUE DATE & TIME: July 14, 2015 at 2:30 p.m. City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 0 1 2 3 4 5 6

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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 proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the Proposal and view the answers given in the formal "addenda" issued for the Proposal. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the Proposal. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgement form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

Submittal: (1) original, (5) copies and (1) CD or flash drive version of the proposal
(tabbed, indexed and in the following order)

- ☐ 1. Brief History (Section 00090)
- ☐ 2. Table of Contents (Section 00090)
- ☐ 3. Proposer Acknowledgement Form (Section 00030)
- ☐ 4. Project Manager & Staff (Section 00090)
- ☐ 5. Office Location (Section 00090)
- ☐ 6. Reference s(Section 00090)
- ☐ 7. Display Samples (Section 00090)
- ☐ 8. Public Entity Crime Statement (Section 00170)
- ☐ 9. Anti-Collusion Statement (Section 00180)
- ☐ 10. Drug Free Statement, if applicable (Section 00190)
- ☐ 11. Copy of Certificate of Insurance (Section 00080)
- ☐ 12. Judgements, Litigation, and Previous Government Contracts(Section 00090)
- ☐ 13. Schedule of Unit Prices (Section 00095)
- ☐ 14. Total Guarantee (Section 00210)
- ☐ 15. An executed Local Business Affidavit of Eligibility (Section 00125 – optional)

SECTION 00060

CITY OF PORT ORANGE PURCHASING DIVISION

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 means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. 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.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder or Proposer is a person, firm, or entity that submits a Bid in 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.
6. Bid Guaranty 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
7. Bids are responses to an Invitation for Bids.
8. City means the City of Port Orange.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for 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.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. 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 for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. 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.
21. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.
22. 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.
23. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
24. Services include all work or labor performed for the City on an independent contractor basis other than construction.
25. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
26. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
27. 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.

SECTION 00070

CITY OF PORT ORANGE PURCHASING DIVISION

GENERAL REQUIREMENTS FOR BIDS/RFP

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 bids; 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 bid 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. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the quantity of addenda received on the "Bidder Acknowledgment Form" and include it in the returned bid package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid. It is the responsibility of the Bidder/Proposer 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 Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Invitation for Bid/Request for Proposal or in any addendum to the BID/RFP. Where there appears to be a conflict between the BID/RFP and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder/Proposer affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer 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 Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer 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.

5. ASSIGNMENT

The successful Bidder/Proposer 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 Bidder/Proposer from all contractual obligations.

6. 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 bids or to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidders/Proposers shall use the bid forms supplied by the Purchasing Division. Bids shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids shall be submitted by mail or hand delivery only. No Bids will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: City Clerk's Office, Attn: Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope shall be submitted. Envelope #1 contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids shall contain one (1) original and five (5) copies and one (1) 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. The envelopes shall be plainly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids to the City of Port Orange at the addresses set forth in paragraph 7 above on the date and at the time specified. Late bids will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency 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, 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. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head 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 agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals 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 renders a decision.
3. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID TABULATION

Bidders/Proposers who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at jgomez@port-orange.org.

11. BONDS

If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/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 Bidder/Proposer 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 Bidder's/Proposer'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 Bidder's/Proposer'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 IFB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. 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 orders shall be made in writing by the City of Port Orange Purchasing Division.

13. CONDUCT OF PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or 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 Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal 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 Bidder/Proposer. 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 Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer'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.

15. CONFLICT OF INSTRUCTIONS

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

16. 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 Bidder/Proposer. 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.

17. CONTRACT RENEWALS

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

18. 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.)

19. COPYRIGHT AND PATENT RIGHTS

Bidder/Proposer 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 bid, and successful Bidder/Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/PROPOSER

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

21. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer 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 Bidder/Proposer for a period of 36 months from the date of default.

22. DELIVERY OF GOODS/SERVICES

1. All materials are to be delivered F.O.B.; City of Port Orange designated facility.
2. 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 Bidder/Proposer shall clearly state in the bid 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 bid. 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.
3. Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bid or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
4. 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.

23. DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER

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

1. The ability, capacity and skill of the Bidder/Proposer to perform the contract
2. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

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

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer 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 Bidder/Proposer. 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 Bidder/Proposer 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 Bid/RFP.

25. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive bids. 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 bids may be rejected if the City believes that collusion exists among the Bidders/Proposers. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder/Proposer and after the bids are opened one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. 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 bid.

27. EVALUATING RFP'S

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the IFB/RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is

used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this IFB/RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the IFB/RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the IFB/RFP, one member of the Selection Committee may consist of one (1) member from the City Council; and at least one member from the user department, except as otherwise required by general law. The Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, Bidder/Proposer 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 Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, 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 Bidder/Proposer 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.

29. FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30. 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" card, three (3) times, shall result in the vendor's name being removed from the City's mailing list.

31. 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.

32. GOVERNING LAW

Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. 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 2-263, 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 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 Invitation for Bid.

33. 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.*

34. HIPAA COMPLIANCE

Bidder/Proposer 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 Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. 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 bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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.

36. 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.

37. 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 Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers 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 Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

38. 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 Bidder/Proposer cannot furnish a sample of a bid item,

where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate and non-responsive.

39. INSURANCE

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Proposer 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.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer 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.

41. 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 Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

42. IRREVOCABILITY OF BID/PROPOSAL

Each Bidder/Proposer agrees that bids 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 Bidder/Proposer.

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Bids received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid 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 IFB/RFP.

44. 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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to Bid/RFP 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 Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/Proposer 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.

45. LICENSES, PERMITS AND TAXES

The Bidder/Proposer 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 Proposer 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.

46. MAINTENANCE

Maintenance required for equipment bid 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.

47. 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. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

48. 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.

49. 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.

50. 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.

51. PATENTS/COPYRIGHTS

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

52. PRE-BID MEETING OR PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the IFB/RFP legal advertisement and IFB/RFP specifications. The meeting 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 meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53. PREPARATION OF PROPOSAL

In preparing Proposals 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, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Bidder/Proposer 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.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

55. PRICING

Bidder/Proposer certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids 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, Bidder/Proposer 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.

56. 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 Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to IFBs/RFPs, 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 Bidder/Proposer 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.

58. 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.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer 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 Bidder/Proposers 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 Bidder/Proposers, 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 Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer 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 Bidder/Proposer. 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.

61. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid 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.

62. 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.

63. RIGHT OF WITHDRAWAL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an IFB/RFP, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

The proposer 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.

67. RECYCLED MATERIALS

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

68. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Bid/RFP selection, Bidders/Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the Bid/RFP and subsequent Contract.

69. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, 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 bids. If the lowest and best bid exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to 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.)

70. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the IFB/RFP. A responsive proposal is one which follows the requirements of the Bid/ RFP, includes all

required documentation, is submitted in the format outlined in the Bid/RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers 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.

72. SAMPLES

Samples, when requested, must be furnished at, or before, bid 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 Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

73. SEPARATION AND DISTRIBUTION

The Bid/RFP 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.

The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com.

In addition, vendors may obtain a .pdf version of the IFB/RFP by submitting a request to the Purchasing Manager, e-mail: purchasing@port-orange.org.

74. 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.

75. SIGNATURE REQUIRED

All bids 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 BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER

The signed bid is considered an offer on the part of the Bidder/Proposer, 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 Bidder/Proposer, 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 Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. 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.

78. 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 Bidder/Proposer 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 Bid/RFP; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer 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 Bid/RFP. 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.

79. SUPPLEMENTAL MATERIALS

Bidders/Proposers 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 Bidder/Proposer 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.

80. 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.

81. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer'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.

82. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer 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 Bidder/Proposer 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 Bidder/Proposer.

83. 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.

84. 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. Bidder/Proposer 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.

85. USE OF PROPOSAL FORMS

Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the IFB/RFP. All blanks on the Bid/Proposal 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 Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of the bid/proposal.

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

86. VARIANCES

For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid 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 bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in proposals 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 bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES

Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer 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 Bidder's/Proposer's expense. If

Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. 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.

90. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:

In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five 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.

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SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the RFP is as follows:

RFP release date	June 12, 2015
Pre-Proposal meeting (non-mandatory)	June 25, 2015 at 10:00 a.m.
RFP deadline for questions	July 2, 2015 at 5:00 p.m.
Proposal due date and time	July 14, 2015 at 2:30 P.M.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division.

Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Proposers are required to submit one (1) original, five (5) copies, and (1) CD or flash drive version of all documents, sealed and marked on the outside of the package, **“RFP #15-25 Bus Bench Advertising”** with the firm’s name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk’s Office, Attn: Joseph A. Gomez, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on July 14, 2015**.

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk’s Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), July 14, 2015** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: (1 original, 5 copies and 1 CD or flash drive version)

1. Brief History (Section 00090)
2. Table of Contents (Section 00090)
3. Proposer Acknowledgement Form (Section 00030)
4. Project Manager & Staff (Section 00090)
5. Office Location (Section 00090)
6. Reference s(Section 00090)
7. Display Samples (Section 00090)
8. Public Entity Crime Statement (Section 00170)
9. Anti-Collusion Statement (Section 00180)
10. Drug Free Statement, if applicable (Section 00190)
11. Copy of Certificate of Insurance (Section 00080)
12. Judgements, Litigation, and Previous Government Contracts(Section 00090)
13. Schedule of Unit Prices (Section 00095)

14. Total Guarantee (Section 00210)

15. An executed Local Business Affidavit of Eligibility (Section 00125 – optional)

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference “Questions on RFP #15-25 Bus Bench Advertising” in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m.** on **July 2 2015** to:

Joseph A. Gomez
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jgomez@port-orange.org

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

It is the proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at:
www.demandstar.com

PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held on Thursday, June 25, 2015 at 10:00 a.m. in the City Council Chambers, 1000 City Center Circle, Port Orange.

WITHDRAWAL AND AWARD

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

All prices and fees quoted will be firm. The contract will be awarded to the HIGHEST responsive, responsible bidder.

BONDS

Upon award, the successful proposer will also be required to furnish and pay for a satisfactory contract 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.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer 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/proposer'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. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer 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	
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	Contractual liability coverage endorsement shall expressly include Contractor's obligation to indemnify, and hold harmless the City as provided in the Contract.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage \$1,000,000 minimum	

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SECTION 00090

RFP 15-25 **REQUEST FOR PROPOSAL** **BENCH ADVERTISING PROGRAM**

SCOPE OF SERVICES AND REQUIREMENTS

I. Introduction:

It is the intent of this Request for Proposal and any subsequent amendments thereto to provide for the means by which the City can attain the most aesthetically pleasing and functional bus bench and related construction and advertising services for the City, its public transportation users and the public.

The City of Port Orange, Florida is soliciting proposals from qualified professional firms to provide for benches design, installation, removal, maintenance and advertising at specified locations throughout the City. The total number of benches shall be determined by the City and will be located exclusively at designated and signed bus/transit stop locations unless otherwise approved by the City Manager. The total number of benches and their locations shall be determined by the City. Currently, there are 214 Votran bus stops located within the City and 128 existing bus benches.

II. Requirements & Qualifications:

The City is requesting Sealed Proposals from qualified professional firms to furnish approved bench design services, benches, bench pads, access-ways, maintenance; and all labor, materials, equipment, advertising revenue, and insurance. The contractor shall be responsible for all costs related to the fabrication, installation, certification and maintenance of the transit benches, bench pads and access-ways, including maintaining the site for accessibility such as grass clearing and other barriers to access. In addition, the contractor shall be responsible for all costs incurred in the marketing and administration of the program. Contractor shall compensate the City for the rights granted for advertising and display purposes. The benches shall remain the property of the contractor along with all liabilities which accompany ownership. Proposers are responsible for surveying and understanding the requirements of each bus bench location prior to bidding.

Submissions shall include:

1. Brief History
A brief history of the firm along with an overview of its principles
2. Table of Contents
3. Proposer Acknowledgement Form (Section 00030)
Completed and executed form, attached.

4. Project Manager & Staff
The name, contact information and resume/qualifications of the lead project manager and any other staff, groups or companies proposed to be assigned to this project or participate in any manner
5. Office Location
The location of the office where work will be performed
6. References
Three (3) references for similar bus bench advertising services in a local municipality completed within the last five (5) years to include a contact name and telephone number. For each reference, provide a description of previous experience that is pertinent to this Request for Proposal, information on the scope of work, location, timeframe and/or project duration, special circumstances, etc.
7. Display Samples
Five (5) examples of bench advertising displays currently in use by the contractor
8. Public Entity Crime Statement (Section 00170)
Completed and executed form, attached.
9. Anti-Collusion Statement (Section 00180)
Completed and executed form, attached.
10. Drug Free Statement, if applicable (Section 00190)
Completed and executed form, attached.
11. Copy of Certificate of Insurance (Section 00080)
12. Judgements, Litigation, and Previous Government Contracts
Indicate whether any judgements have been filed against your firm in the performance of previous contracts. Indicate whether any litigation has been instituted against your firm or by your firm involving a government entity or its officer(s) relating to bench advertising or construction. Indicate whether any contracts awarded by any other government agencies have been terminated for default or convenience.
13. Schedule of Unit Prices (Section 00095)
14. Total Guarantee (Section 00210)
A specified minimum quarterly guarantee for each year of the bench-advertising contract to be not less than \$10,000.
15. An executed Local Business Affidavit of Eligibility (Section 00125 – optional)

III. Scope of Bench Advertising Contract:

1. Bench Requirements: Each bench shall meet the following standards:

- A. The bench shall be constructed of durable, weather resistant, low maintenance materials, and stabilized to minimize the possibility of tipping over.
- B. The bench shall be constructed to discourage opportunities for sleeping or reclining.
- C. Each bench shall not be more than 24 inches in height, 28 inches in depth, and 74-inches in length in accordance with Florida Administrative Code (FAC), Chapter 14, Rule 14-20.0032 "Placement of Transit Bus Benches."
- D. Each bench shall be secured to a concrete pad.
- E. No bench shall include any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
- F. Each bench shall include the Contractor's name and business telephone number, displayed in a visible location.
- G. Each bench and bench pad shall be designed, located, and installed in accordance with the Americans with Disabilities Act, Americans with Disabilities Act Accessibility Guidelines, Chapter 11 of the Florida Building Code ("Florida Accessibility Code"), FDOT Public Rights-of-Way Accessibility Guidelines, and all other applicable federal, state and local laws and regulations (collectively referred to hereinafter as the "Accessibility Guidelines").
- H. Each bench shall be designed, located, and installed in accordance with the 2013 Votran Technical Design Standards for Accessible Bus Stops (Attached hereto as Section 00400) unless inconsistent with the Accessibility Guidelines, in which case the Accessibility Guidelines shall control.
- I. No bench shall be installed or remain in place without providing for a level concrete pad, an accessible pathway providing access from the bench to the boarding and alighting area, and access to adjoining sidewalk, if applicable, in accordance with the Accessibility Guidelines. Within 60 days of the execution of the awarded contract, the Contractor shall provide a certification issued by an engineer selected by the City which certifies that the existing benches in place, if any, are in compliance with the Accessibility Guidelines. Contractor shall immediately remove any and all benches that do not comport with the design, location and construction standards and regulations set forth herein. Prior to construction or installation of any improvements, contractor shall supply to City a sealed detail for the proposed construction and installation that fully complies with the Accessibility Guidelines. Contractor shall be responsible for the costs

associated with the review and approval by the City or its agent. Upon approval by the City, the improvements may be installed and secured to the bench pad. Within ten (10) days of installation, contractor shall supply to City a certification conducted by an engineer of the City's choosing certifying that the improvements, as installed, comply with the Accessibility Guidelines. Any damages to City, County, or State owned sidewalks or other improvements caused by the installation of the bus bench, bench pad, or requisite access-ways shall be the responsibility of the contractor and shall be repaired immediately by the contractor.

2. Bench Maintenance: Each bench shall be maintained by the Contractor in a safe condition at all times, and shall be inspected periodically by the Contractor.
 - A. The successful respondent shall maintain all displayed advertising to ensure its neat appearance and promptly remove all advertising, which is torn, faded, damaged, or otherwise is or has become unsightly in appearance, as determined by the City in its sole discretion.
 - B. The bench, bench pad and access-ways shall be maintained by the contractor and kept free of cracks, irregularities, weeds and debris, such that the bench is reasonably accessible at all times, as determined by the City. The Contractor, at its sole expense, shall maintain a three (3) foot area around the benches and access ways on a scheduled basis, as approved by the City.
 - C. The respondent shall state in detail its plan for cleaning, repairing, and addressing vandalism on the benches in the service area as well as maintaining accessibility to the bench and access-ways. The maintenance plan shall include the planned time to respond to repair, replacement and/or removal of the bench, bench pad, or access-ways.
 - D. The successful respondent shall provide the City with a twenty-four hour (24), seven (7) day a week emergency contact name and telephone number. The successful respondent shall have twenty-four (24) hours from notification by the City to address any maintenance or repair to broken benches.
3. Advertising Maintenance: The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:
 - A. Remove unapproved or damaged advertising within twenty-four (24) hours of written notice given by the City.
 - B. Pay all fees, costs and permit charges regularly assessed by the City in any way related to the maintenance, cleaning or repair of the advertising benches.

- C. Remove all outdated advertising materials within five (5) calendar days following the occurrence, cancellation, or conclusion of the event, holiday, or occurrence advertised. For the purposes of the paragraph, “dated advertising materials” means and refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a certain date.
- D. Allow any unsold spaces to be made available to the City for the purpose of inserting Public Service Announcements or other public purpose as determined by the City Council, until the space is needed for a customer.
- E. The successful respondent shall fill all unsold spaces with full size, high quality posters advertising the space as available. Posters shall be printed with full contact information of the successful respondent’s authorized advertising sales representative and or their website information.

4. Advertising Content:

- A. The advertising panels on the benches are hereby designated as nonpublic and are maintained for the purpose of raising revenue. As a result, execution of the bench advertising contract constitutes the Contractor’s bench advertising contract to accept and permit advertising that advances a commercial purpose.
- B. No advertising matter or sign shall be displayed upon any bench except upon the front surface of the backrest.
- C. The sign area on each bench shall not exceed twelve (12) square feet. No liquor, beer, tobacco, and other age regulated or illegal substances, and no obscene or immoral advertising of any kind shall be permitted. No advertising matter or sign on any bench shall display the words “stop”, “look”, “drive in”, “danger”, or any other word, phrase or symbol which might interfere with, mislead, or distract traffic. All advertising shall be subject to review and approval by the City Manager or his designee pursuant to the regulations and restrictions set forth herein.
- D. Advertisements must be for businesses, services or events located within the limits of the 32127, 32128 and/or 32129 zip code areas as defined by the United States Postal Service.
- E. The Contractor must provide for a minimum of ten percent (10%) of the benches installed to be made available to the City for advertisement of public service announcements or public art at no cost.
- F. In all cases involving the interpretation of prohibited content as set for herein, the determination of the City shall be final. Upon notice by the City, and within 24 hours thereafter, any advertisement placed contrary to the content guidelines set forth herein shall be removed at the Contractor’s expense and

Contractor shall be solely responsible for any loss of revenue due to the removal.

5. Advertising Sales: Contractor is responsible for production and sales services for all advertisements. The successful proposer shall furnish an annual inventory report, which includes photographs of each bench at each location. New locations and benches must be reported to the City as added along with post-installation photographs of the new benches and their locations.
6. Quarterly Report: The contractor will provide the city a quarterly report listing the locations of benches with advertisement placed, which may be used by the City to inspect and audit the advertising bench Contractor.
7. Removal of Benches: Upon the revocation or expiration of any contract without renewal, if the Contractor fails promptly to remove a bench and pad and restore the site to be compatible with the adjacent property, the city may do so ten (10) days after written notice given by mail directed to the address of the Contractor on file, and if the Contractor fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench shall be forfeited, but such forfeiture shall not excuse the Contractor from the payment of the cost of removal and storage of the bench, removal of the pad and storage if applicable, and restoration of the site.
8. Number of Benches: The number of benches shall be determined by the City. The Contractor is required to provide benches at all designated locations. The City Manager has the exclusive right to amend the designated number of benches.

Benches located within the City's Community Redevelopment Area (CRA), Town Center, are not guaranteed. The City reserves the right to discontinue the bench advertising program in this area. It is the CRA's intent to develop increased design standards in the CRA District and provide for decorative seating arrangements for the public consistent with the new requirements.

9. Location of Benches:
 - A. All benches shall be located in the public right of way on roadways that are used as bus routes by the local public transit authority, and at locations where a bus would stop to pick up passengers, as determined by the City.
 - B. Any bench may be relocated by the Contractor in conformance with the requirements of the contract, provided that prior to relocating the bench the Contractor provides to the City a revised bench location map to be approved by the City. The Contractor shall remove the concrete pad from the prior location and completely restore the site for compatibility with the adjacent property.
 - C. Each bench shall be located so that the advertising surface is parallel or no more than fifteen degrees (15°) off of the parallel to the adjacent road.

- D. Each bench and bench pad shall be located and situated to comply with the Accessibility Guidelines.

IV. General Conditions:

1. Contract Negotiations: Contract negotiation will follow the selection of the proposed consultant, based upon evaluations of proposals received.
2. Submittal: All details, plans and information shall be submitted as required in the Request for Proposal.
3. Fees: the successful consultant shall indicate the proposed fees for the benches.
4. Term: The contract shall be issued for a term of ten (10) years.
5. Issuance: A bench advertising contract may be issued by the City Council exclusively to an advertising or other publicity firm that coordinates construction and/or advertising services for the City and its public transportation users.
6. Transfer or assignment of rights: Upon issuance of an bench advertising contract by the City, a bench construction and/or advertising franchise shall not sell, transfer, lease, assign, sublet, mortgage or dispose of in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, any rights or privileges therein granted, without the prior written consent of the City Council. Any attempt to sell, transfer, lease, assign or otherwise dispose of the rights without the prior written consent of the City Council shall be null and void.
7. Exclusive Rights: The Contractor shall have rights to place approved advertising upon benches located in the City of Port Orange, subject to the terms and conditions set forth in this Request for Proposals.
8. Insurance: Prior to being recommended for award, the successful Contractor shall have five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the Contractor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the following requirements:
 - A. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Public liability coverage shall include either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, and hold harmless the City as provided in this Contract. The commercial general liability policy shall be endorsed to include the City as an additional insured.

- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statutes.

“The City of Port Orange, and its Mayor, Vice Mayor, Council Members, officers and employees” shall be an additional insured on all liability coverage except Workers' Compensation Insurance.

Neither approval nor failure to disapprove the insurance furnished by the Contractor to the City of Port Orange shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required by this Contract.

The Contractor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor. The certificate of insurance shall contain the provision that the City of Port Orange be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed certificates of insurance to the City of Port Orange at a minimum of fifteen (15) calendar days in advance of such expiration.

- 9. Indemnification: The Contractor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, damage to tangible property, claims under the Americans with Disabilities Act, and any other claim or claims arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The City of Port Orange and its Mayor, Vice Mayor, Council Members, officers and employees.
- 10. Warranty: The Contractor assumes all responsibility for all of the materials and services provided under this Contract, whether those materials and services are provided by the Contractor, purchased ready-made, or provided by a sub-contractor.
- 11. Records: Contractor agrees to keep complete, accurate and up-to-date records of all advertising business conducted by Contractor under the bench advertising contract, to maintain such records and to make available such records as may be requested by the City.

12. Right to Audit: The City shall have the right to audit the Contractor's records and accounts relevant to this bench advertising contract. If the City elects to make such an audit, Contractor shall make all appropriate books, records and accounts, including records maintained for payments made available to the City within fifteen (15) days of a written request by the City. Contractor must preserve all appropriate books, records, accounts generated during the entire term of this Bench advertising contract for the current year plus three (3) years. City non-performance of Contractor's duties, failure to pay, death of Contractor, the occurrence of a conflict of interest between the Contractor and the City, or the making of a misrepresentation or false statement by the Contractor.
13. Applicable Laws: Respondents shall be responsible to know and to apply all applicable federal, State, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any matter affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded respondent shall protect and indemnify the City of Port Orange and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by respondent, its representatives, sub-contractors, professional associates, agents, servants or employees.
14. Licensure: Respondents must hold the required licensure to be the prime contractor for all work to be performed under this RFP. If any respondent proposes to use a subcontractor to perform any work under this RFP, such subcontractor shall hold the required licensure in full force and effect during the term of the awarded Contract.

V. Specific Conditions - Compensation Structure

- A. Contractor shall make quarterly payments to City of Port Orange no later than the 10th working day from April 1, July 1, October 1, and January 1. Payment shall be for all amounts due to the City for the preceding quarter and shall be based on the compensation structure set forth in the solicitation and the actual number of designated bus benches.
- B. All payments, regardless of the nature, shall be submitted in a timely manner. Late payments shall be subject to a 5% penalty and 1-1/2% interest per month. Arrears of ninety (90) days shall be grounds for termination of contract and removal of and advertising materials from facilities by City.
- C. For any breach of the requirements of the bench advertising contract or failure to satisfy the conditions of the contract, the City may impose an assessment in the amount of fifty dollars (\$50) per day per display.
- D. The City of Port Orange reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more bid respondents, and to

accept that proposal or modified proposal which, in its judgment, will be most advantageous to the City, price and other evaluation criteria considered.

- E. The City of Port Orange reserves the right to waive any defects, or minor informalities or irregularities in any proposal, which do not materially affect the proposal or prejudice other bid respondents.
- F. The City of Port Orange reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.
- G. Upon award, the vendor will be granted a thirty (30) day grace period to install benches and the quarterly payment will be prorated.

VI. Evaluation

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Submittals will be evaluated based upon the following criteria:

1. 0-50 points Guaranteed compensation to the City
2. 0-25 points Contractor's qualifications and experience
3. 0-25 points Bench design, including, but not limited to, aesthetics, materials, maintainability, advertising area and adherence to RFP requirements

VIII. Formal Oral Presentations / Interviews (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used.

The City's Purchasing Division will establish the schedule and proposers will be notified via www.demandstar.com at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

IX. Final Ranking and Recommendation for Award:

After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 00095
SCHEDULE OF UNIT PRICES
RFP #15-25 BUS BENCH ADVERTISING

*Pricing for each item shall include all costs associated with each bench at each location.
Proposers must bid on all benches listed.

Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
1	I	2855	SWALLOW TAIL AND VILLAGE TRAIL	\$	\$
2	I	486	NOVA & TREE GARDEN SB	\$	\$
3	I	464	OAK TRAIL & NOVA IB	\$	\$
4	I	435	MILES DR. & NOVA IB	\$	\$
5	I	418	PALM BLVD. & NOVA IB	\$	\$
6	I	406	NOVA & SPRUCE CREEK IB	\$	\$
7	I	346	WOOD & NOVA IB	\$	\$
8	I	326	PATHFINDER BLVD. & NOVA IB	\$	\$
9	I	314	FARMBROOK RD. & NOVA IB	\$	\$
10	I	311	S. WILLOW AV. & NOVA IB	\$	\$
11	I	301	ACACIA DR. & NOVA IB	\$	\$
12	I	263	1 & NOVA 4 IB	\$	\$
13	I	265	BAYSHORE & U.S. 1 IB	\$	\$
14	I	271	5623 RIDGEWOOD IB	\$	\$
15	I	277	5561 S. RIDGEWOOD IB	\$	\$
16	I	286	NIVER & US1 IB	\$	\$
17	I	297	COMMONWEALTH & US 1 IB	\$	\$
18	I	303	KIRBY PL & US 1 IB	\$	\$
19	I	312	KATHERINE ST. & U.S. 1 IB	\$	\$
20	I	315	NORMAN ST. & U.S. 1 IB	\$	\$
21	I	325	WHITE PL & US 1 IB	\$	\$
22	I	329	FOX PLACE & US 1 IB	\$	\$
23	I	330	OAK CT. & US 1 IB	\$	\$
24	I	345	ACACIA DR. & NOVA IB	\$	\$
25	I	2281	US 1 AND DUNLAWTON 4 NB	\$	\$
26	I	2282	HERBERT & US 1 IB	\$	\$
27	I	371	2ND ST. & 1 IB	\$	\$

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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
28	I	372	4TH AV & US 1 IB	\$	\$
29	I	385	3134 S. RIDGEWOOD IB	\$	\$
30	O	376	3271 S. RIDGEWOOD OB	\$	\$
31	O	370	US1 & OCEAN AVE. OB	\$	\$
32	O	358	US1 & DUNLAWTON SB	\$	\$
33	O	347	US1 & CHURCH	\$	\$
34	O	332	US1 & OAK ST.	\$	\$
35	O	328	US1 & FOX PL	\$	\$
36	O	324	US1 & WHITE	\$	\$
37	O	317	US1 & NORMAN OB	\$	\$
38	O	313	US1 & KATHERINE	\$	\$
39	O	305	US1 & KIRBY PLACE	\$	\$
40	O	295	US1 & COMMONWEALTH	\$	\$
41	O	285	US1 & NIVER	\$	\$
42	O	273	5631 S. RIDGEWOOD OB	\$	\$
43	O	267	5683 S. US1	\$	\$
44	O	268	U.S. 1 & E. BAYSHORE	\$	\$
45	O	2274	US 1 & NOVA OB	\$	\$
46	O	275	NOVA RD. & AZALEA ST. OB	\$	\$
47	O	293	NOVA & CACTUS OB	\$	\$
48	O	308	NOVA & POINCIANA OB	\$	\$
49	O	2674	NOVA RD. AND FARMBROOK OB	\$	\$
50	O	321	NOVA & BAYWOOD CIRCLE OB	\$	\$
51	O	339	NOVA & KNOX OB	\$	\$
52	O	354	NOVA & WOOD ST. OB	\$	\$
53	O	2289	SPRUCE CREEK AND NOVA 4 40 OB	\$	\$
54	O	2290	TROPIC DR AND SPRUCE CREEK 7 4 OB	\$	\$
55	O	401	SPRUCE CREEK & VAGABOND OB	\$	\$
56	O	400	SPRUCE CREEK & BAYVIEW LN. OB	\$	\$

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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
57	O	453	TAYLOR RD. & GREENWAY DR. OB	\$	\$
58	O	539	TAYLOR RD.& COUNTRY LN. OB	\$	\$
59	O	599	TAYLOR RD. & HENSEL RD. OB	\$	\$
60	O	703	SPRUCE CREEK HIGH SCHOOL OB	\$	\$
61	O	728	CLYDE MORRIS & VICTORIA GARDENS OB	\$	\$
62	O	2344	CLYDE MORRIS/DUNLAWTON OB	\$	\$
63	O	2325	DUNLAWTON & VICTORIA GARDENS OB	\$	\$
64	O	616	DUNLAWTON & VILLAGE TR. IB	\$	\$
65	O	419	NOVA & PALM SB	\$	\$
66	O	439	NOVA & MILES DR. OB	\$	\$
67	O	476	NOVA & OAK TRAIL OB	\$	\$
68	O	489	NOVA & SLEEPY HOLLOW OB	\$	\$
69	O	509	NOVA & VILLAGE TRAIL NB	\$	\$
70	O	2855	SWALLOW TAIL AND VILLAGE TRAIL	\$	\$
71	I	2827	PAVILLION MALL	\$	\$
72	I	2927	TAYLOR RD WILLIAMSON BLVD	\$	\$
73	I	878	DUNLAWTON & JACOBUS EB	\$	\$
74	I	864	1635 DUNLAWTON EB	\$	\$
75	I	2856	DUNLAWTON CLYDE MORRIS IB	\$	\$
76	I	802	WALMART PORT ORANGE	\$	\$
77	I	706	VICTORIA GARDENS & DUNLAWTON IB	\$	\$
78	I	618	DUNLAWTON VILLAGE TRAIL	\$	\$
79	I	2307	DUNLAWTON & SWALLOW TAIL OB	\$	\$
80	I	2949	VILLAGE TRAIL COUNTRY LANE	\$	\$
81	I	2950	VILLAGE TRAIL DUNLAWTON	\$	\$
82	I	776	PORT ORANGE CITY CENTER	\$	\$
83	I	2955	CITY CENTER DR HERBERT	\$	\$
84	I	900	HERBERT & CLYDE MORRIS IB	\$	\$
85	I	949	RAVENWOOD & CLYDE MORRIS IB	\$	\$

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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
86	I	2365	4578 CLYDE MORRIS IB	\$	\$
87	I	2374	WOODLAKE & CLYDE MORRIS IB	\$	\$
88	I	1038	REGENCY & CLYDE MORRIS IB	\$	\$
89	I	1079	COLONY IN THE WOOD& CLYDE MORRIS IB	\$	\$
90	I	2395	3855 CLYDE MORRIS IB	\$	\$
91	I	1106	CLYDE MORRIS AND MADELINE	\$	\$
92	I	2394	RICHEL & CLYDE MORRIS IB	\$	\$
93	I	2393	REED CANAL & CLYDE MORRIS IB	\$	\$
94	I	1119	OLD KINGS ROAD & CLYDE MORRIS IB	\$	\$
95	O	1112	CLYDE MORRIS & FORREST BRANCH S OB	\$	\$
96	O	1110	CLYDE MORRIS & REED CANAL OB	\$	\$
97	O	1113	CLYDE MORRIS & RICHEL OB	\$	\$
98	O	1114	CLYDE MORRIS & SOUTHWINDS OB	\$	\$
99	O	1117	CLYDE MORRIS AND MADELINE OB	\$	\$
100	O	1081	CLYDE MORRIS& COLONY IN THE WOOD OB	\$	\$
101	O	1042	CLYDE MORRIS & REGENCY OB	\$	\$
102	O	1011	CLYDE MORRIS & WOODLAKE DR. OB	\$	\$
103	O	2367	4576 CLYDE MORRIS OB	\$	\$
104	O	953	CLYDE MORRIS & RAVENWOOD OB	\$	\$
105	O	2339	HERBERT & CITY CENTER DR IB	\$	\$
106	O	772	PORT ORANGE CITY CENTER OB	\$	\$
107	O	706	VICTORIA GARDENS & DUNLAWTON IB	\$	\$
108	O	618	DUNLAWTON VILLAGE TRAIL	\$	\$
109	O	2307	DUNLAWTON & SWALLOW TAIL OB	\$	\$
110	O	2949	VILLAGE TRAIL COUNTRY LANE	\$	\$
111	O	2951	DUNLAWTON VILLAGE TRAIL	\$	\$
112	O	2767	HOME DEPOT DUNLAWTON	\$	\$
113	O	866	1621 DUNLAWTON OB	\$	\$
114	O	898	DUNLAWTON & YORKTOWNE OB	\$	\$

SECTION 00095
SCHEDULE OF UNIT PRICES
RFP #15-25 BUS BENCH ADVERTISING

Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
115	O	910	1755 DUNLAWTON OB	\$	\$
116	O	2827	PAVILLION MALL	\$	\$
117	I	359	DUNLAWTON & US 1 WB	\$	\$
118	I	2287	DUNLAWTON & LAFAYETTE ST. IB	\$	\$
119	I	360	HERBERT & ORANGE AVE IB	\$	\$
120	I	2283	HERBERT & LOUISVILLE ST IB	\$	\$
121	I	2288	3133 S. RIDGEWOOD IB	\$	\$
122	O	2284	US1 & CHARLES OB	\$	\$
123	O	359	DUNLAWTON & US 1 WB	\$	\$
124	I	2291	3133 S RIDGEWOOD AVE IB	\$	\$
125	I	2725	CLYDE MORRIS & DUNLAWTON 7	\$	\$
126	I	819	4948 CLYDE MORRIS IB	\$	\$
127	I	2721	CLYDE MORRIS & VICTORIA GARDENS IB	\$	\$
128	I	693	SPRUCE CREEK HIGH SCHOOL IB	\$	\$
129	I	531	TAYLOR & COUNTRY LANE IB	\$	\$
130	I	442	TAYLOR & DEVON IB	\$	\$
131	I	415	TAYLOR & CAMBRIDGE IB	\$	\$
132	I	394	SPRUCE CREEK & GREENBRIAR IB	\$	\$
133	I	396	SPRUCE CREEK & LAURIE IB	\$	\$
134	I	395	SPRUCE CREEK & ELDA IB	\$	\$
135	I	397	TROPIC DR. & SPRUCE CREEK IB	\$	\$
136	I	390	NOVA & SPRUCE CREEK NB	\$	\$
137	I	421	PALM & NOVA NB	\$	\$
138	I	433	MILES & NOVA NB	\$	\$
139	I	457	WILLOW TRAIL & NOVA NB	\$	\$
140	I	490	SLEEPY HOLLOW & NOVA NB	\$	\$
141	I	509	NOVA & VILLAGE TRAIL NB	\$	\$
142	I	560	NORTH OF EAGLE LAKE & NOVA IB	\$	\$
143	I	579	SAMMS & NOVA IB	\$	\$

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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
144	I	610	3657 S. NOVA IB	\$	\$
145	I	629	3519 S. NOVA IB	\$	\$
146	I	2719	MADELINE & NOVA IB	\$	\$
147	O	669	NOVA & FALL OB	\$	\$
148	O	2720	NOVA & MADELINE OB	\$	\$
149	O	632	3520 S. NOVA OB	\$	\$
150	O	620	NOVA & GORDON OB	\$	\$
151	O	576	NOVA & SAMMS OB	\$	\$
152	O	553	3758 S. NOVA OB	\$	\$
153	O	543	NOVA & EAGLE LAKE OB	\$	\$
154	O	2852	NOVA DUNLAWTON SB	\$	\$
155	O	486	NOVA & TREE GARDEN SB	\$	\$
156	O	463	NOVA & OAK TRAIL SB	\$	\$
157	O	434	MILES & NOVA SB	\$	\$
158	O	390	NOVA & SPRUCE CREEK NB	\$	\$
159	O	402	SPRUCE CREEK & TROPICAL DR. OB	\$	\$
160	O	424	TAYLOR RD. & GREENWAY DR. OB	\$	\$
161	O	2722	TAYLOR & CLYDE MORRIS OB	\$	\$
162	O	2723	TAYLOR & ANTIGUA OB	\$	\$
163	O	2724	TAYLOR & SWEETWATER OB	\$	\$
164	O	2726	TAYLOR & BOGGS FORD OB	\$	\$
165	O	2728	TAYLOR & PETTERSON LN OB	\$	\$
166	O	2729	DUNLAWTON & TAYLOR	\$	\$
167	O	2727	DUNLAWTON & YORKETOWN	\$	\$
168	O	864	1635 DUNLAWTON EB	\$	\$
169	O	2725	CLYDE MORRIS & DUNLAWTON 7	\$	\$
170	I	542	EAGLE LAKE & NOVA IB	\$	\$
171	I	557	NORTH OF EAGLE LAKE & NOVA IB	\$	\$
172	I	588	HERBERT & NOVA IB	\$	\$

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SCHEDULE OF UNIT PRICES
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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
173	I	2299	JUDGES LN. & HERBERT IB	\$	\$
174	I	455	5TH ST. & HERBERT IB	\$	\$
175	I	404	BURKLINE & HERBERT IB	\$	\$
176	I	364	U.S. 1 & HERBERT IB	\$	\$
177	I	356	DUNLAWTON & U.S.1 17 IB	\$	\$
178	I	302	HARBOUR POINT & DUNLAWTON IB	\$	\$
179	O	335	DUNLAWTON & HALIFAX OB	\$	\$
180	O	382	DUNLAWTON & ORANGE OB	\$	\$
181	O	409	DUNLAWTON & RUTH OB	\$	\$
182	O	429	DUNLAWTON & POWERS OB	\$	\$
183	O	446	783 DUNLAWTON AVE. OB	\$	\$
184	O	460	869 DUNLAWTON AVE. OB	\$	\$
185	O	480	DUNLAWTON & OAK ST. OB	\$	\$
186	O	504	DUNLAWTON & JACKSON OB	\$	\$
187	O	2854	DUNLAWTON NOVA 12 & 17B OB	\$	\$
188	I	2947	ORANGE AV DUNLAWTON	\$	\$
189	O	310	DUNLAWTON & HARBOUR POINT OB	\$	\$
190	O	2947	ORANGE AV DUNLAWTON	\$	\$
191	I	2948	DUNLAWTON NOVA EB	\$	\$
192	I	508	JACKSON & DUNLAWTON IB	\$	\$
193	I	468	OAK & DUNLAWTON IB	\$	\$
194	I	444	SPRUCE CREEK & DUNLAWTON IB	\$	\$
195	I	414	LOCUST & DUNLAWTON IB	\$	\$
196	I	358	US1 & DUNLAWTON SB	\$	\$
197	I	347	US1 & CHURCH	\$	\$
198	I	332	US1 & OAK ST.	\$	\$
199	I	328	US1 & FOX PL	\$	\$
200	I	324	US1 & WHITE	\$	\$
201	I	313	US1 & KATHERINE	\$	\$

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Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
202	I	305	US1 & KIRBY PLACE	\$	\$
203	I	295	US1 & COMMONWEALTH	\$	\$
204	I	285	US1 & NIVER	\$	\$
205	I	272	US 1 & FARMBROOK RD.	\$	\$
206	I	267	5683 S. US1	\$	\$
207	I	268	U.S. 1 & E. BAYSHORE	\$	\$
208	I	261	W BAYSHORE & U.S 1 IB	\$	\$
209	O	260	US 1 & E. BAYSHORE OB	\$	\$
210	O	2675	NOVA & ISABELLE OB	\$	\$
211	O	458	NOVA & WILLOW TRAIL OB	\$	\$
212	O	491	NOVA & TREE GARDEN OB	\$	\$
213	O	2853	NOVA DUNLAWTON OB	\$	\$
214	O	2948	DUNLAWTON NOVA EB	\$	\$
				Monthly Subtotal:	\$
				Quarterly Total:	\$
				Annual Total:	\$

SECTION 00120
TOTAL GUARANTEE

RFP#15-25 BUS BENCH ADVERTISING

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **bus bench advertising** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Request for Proposals.

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____ **State:** ____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Signature: _____ **Submitted on:** _____, 20__.

QUARTERLY GUARANTEE: _____
(minimum \$10,000) (In Words)

QUARTERLY GUARANTEE: _____
(minimum \$10,000) (In Figures)

All proposal prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: _____

By: _____
Printed Name and Title

Date Signed: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, and who:

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

Notary Public, State of _____
Printed Name, Commission Seal and Term Expiration Date

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS 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 Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, 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.

FIRM:

Name and Title:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

SECTION 00200
CONTRACT DOCUMENTS

Contract to be provided via addendum.

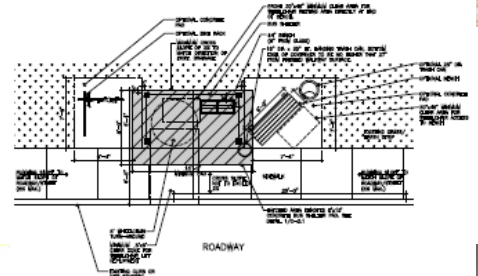
SECTION 00210

PERFORMANCE BOND

Performance Bond to be provided via addendum.

SECTION 00400

**VOTRAN TECHNICAL DESIGN STANDARDS
FOR ACCESSIBLE BUS STOPS**



TECHNICAL DESIGN STANDARDS FOR ACCESSIBLE BUS STOPS

PREPARED FOR
VOLUSIA COUNTY GOVERNMENT
VOTRAN PUBLIC TRANSIT SYSTEM
JANUARY 2013



TECHNICAL DESIGN STANDARDS FOR ACCESSIBLE BUS STOPS

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TECHNICAL DESIGN STANDARDS FOR ACCESSIBLE BUS STOPS

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1.0 INTRODUCTION

1.1 OVERVIEW

The Volusia County's public transit system, Votran, is interested in improving access and control of bus stops established throughout its service area, as well as providing comprehensive guidance and standards for the placement, maintenance, and usability of related bus stop amenities to other entities that are allowed to place bus stops and amenities in the public right-of-way. This document will address the accessibility of bus stops and the placement of amenities at bus stops in accordance with applicable requirements of the ADAAG (Americans with Disabilities Act Accessibility Guidelines) as revised and published by the U.S. Access Board on July 26, 2004, and adopted as regulatory requirements by the U.S. Department of Transportation on November 29, 2006, as well as in consideration of the Florida Building Code, Chapter 11, 2012 Florida Accessibility Code (FAC) (effective March 15, 2012).

To ensure a consistent approach to siting, placing, maintaining, and meeting standards related to transit stops and amenities, these guidelines for the design and placement of bus stops have been developed. The standards and design templates included in this document have been developed with respect to the requirements of the ADAAG, the FAC, and, where applicable, those standards adopted by Florida Department of Transportation (FDOT) from the Public Rights-of-Way Accessibility Guidelines issued by the U.S. Access Board. These standards and requirements help address issues related to the accessibility of bus stop facilities when placed in the public right-of-way. The standards include the following categories:

- Pedestrian access pathways
- Wheelchair maneuvering clearances
- Design characteristics
- Placement characteristics for bus stop passenger access

The goal of this design document is to promote consistency in bus stop placement and design throughout the Votran transit service area and to encourage the use of the stops by the general public and individuals with disabilities.

This document is intended as a design guide to be used to meet Federal, FDOT, and local standards as they exist based on the date of issue.

Consideration of existing Votran bus stop design standards and operational guidelines as detailed in the August 29, 2007, "Votran Transit Development Design Guidelines" manual as it pertains to the placement and design of bus stops has not been incorporated in this document except where changes in code compliance have occurred to accommodate those materials previously used by Votran staff in the design, maintenance, repair, and placement of bus stops. It must be noted that the 2007 document references the FDOT Accessing Transit guidelines (March 2004) for design guidance. The Accessing Transit guidelines were updated in 2008 and, as of this writing, this handbook is undergoing another update to include the ADAAG and FAC code changes occurring since 2004, among other enhancements.



1.0 INTRODUCTION

1.2 DISCLAIMER

The guidelines included in this document are intended to provide general parameters for personnel and organizations when designing and placing bus stops and amenities in the public right-of-way. This document is not intended to be an engineering design manual, and it does not provide site-specific detailed public transit, engineering, architectural, construction, or legal information. Users of this document will need to adjust the information contained in the guidelines to site-specific needs, constraints, and applicable laws, regulations, and ordinances. If a user desires expert advice concerning any of the information in these guidelines, the user is encouraged to retain the services of an appropriate expert.

Some bus stops, public seating benches, and other amenities at bus stops currently in place in the public domain at existing Votran transit facilities are inconsistent with the goals and guidelines presented in this document. In some instances, bus stop conditions and placement are defined by the underdeveloped corridors or roads they serve. In these cases, application of the design guidelines in this document may be limited by a lack of right-of-way development, constraints due to the natural terrain, unimproved roadways with no infrastructure (e.g., curb, gutter, drainage, sidewalks, etc.), or because of the policies and standards of the jurisdiction in which the bus stop is located. Because of these conditions, Votran may not be able to improve the public right-of-way sufficient to support an accessible bus stop placement until such time as major improvements are planned and funded. The facilities can best be improved through a coordinated planning and design effort between Votran and the local agencies responsible for maintaining and upgrading the roadway and pedestrian rights-of-way.

Votran has a responsibility to ensure that bus stops and amenities are placed in a manner that provides access and use by individuals with disabilities and must, therefore, use non-discriminatory judgment when planning for the placement of bus stops for public use. This judgment may result in refusal by Votran to either place or allow placement of a bus stop at a desired location because site conditions prevent an accessible environment resulting in a non-accessible transit stop. Establishment of a new bus stop at a site where full access is afforded is mandated by the ADA.

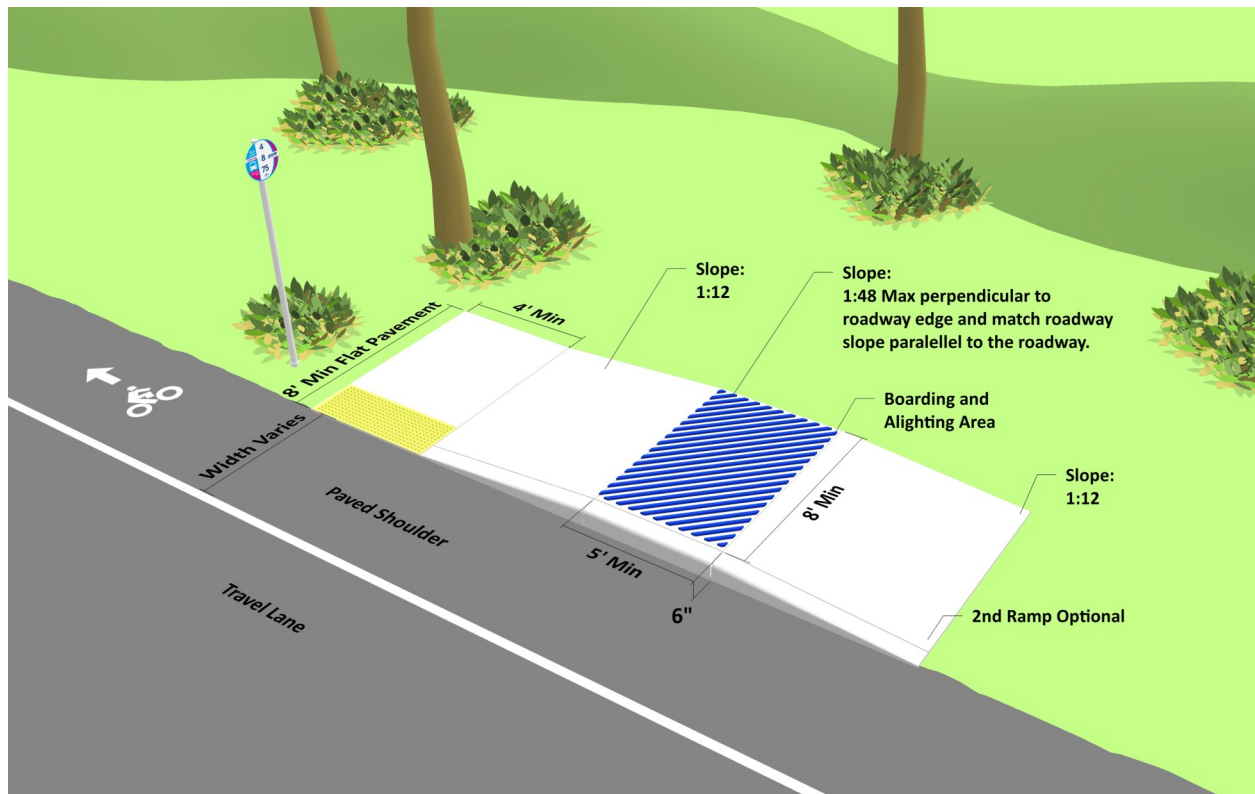
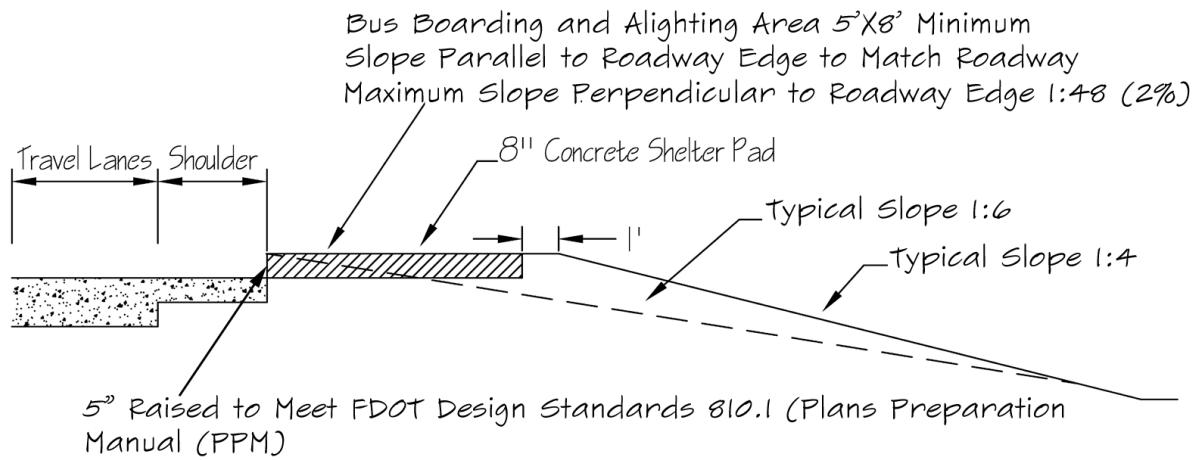
2.0 BUS STOP DESIGN PROTOTYPES

2.1 OVERVIEW

Successfully providing transit that is accessible to all individuals requires a balanced mix of local and state agency coordination and consideration regarding needs, costs, location, federal and state regulations, public relations, and transit-dependent populations. Better accessibility within the bus stop area ensures a comfortable and safe movement of passengers at a bus stop. Mobility aid users, older adults, individuals with disabilities, and passengers needing assistance (such as parents and care givers with strollers and shoppers with bags) will have less difficulty boarding and alighting the bus when there is a level and unobstructed area. ADA standards require all bus stops to have sufficient space for a boarding and alighting area that has a firm, stable, and slip-resistant surface to accommodate boarding and alighting at the stop.

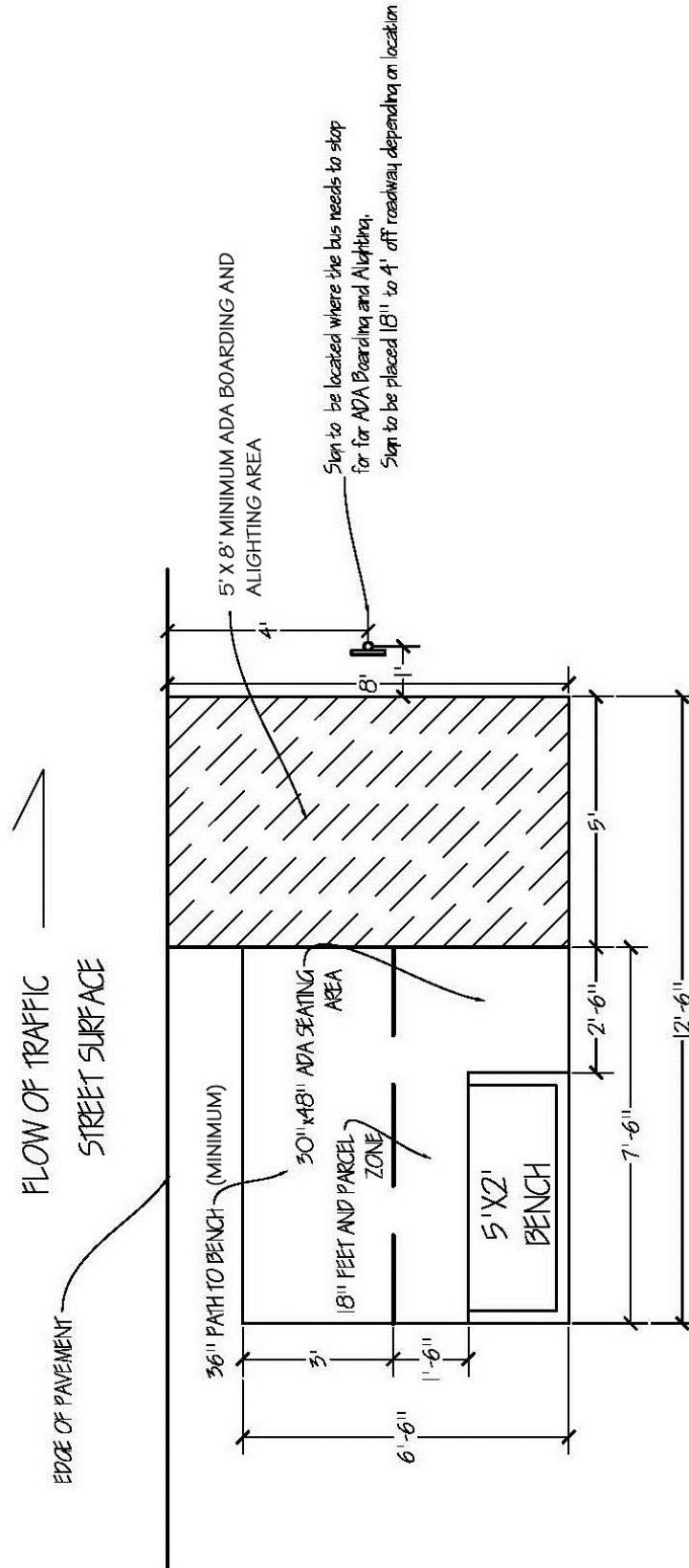
The following section contains design prototypes for ADA-compliant bus stops, including the coordination of bus stop elements such as bus stop signs, benches, and shelters. Any contracted improvements at Votran bus stops in Volusia County are required to meet the design criteria specified in these prototypes.

2.0 BUS STOP DESIGN PROTOTYPES



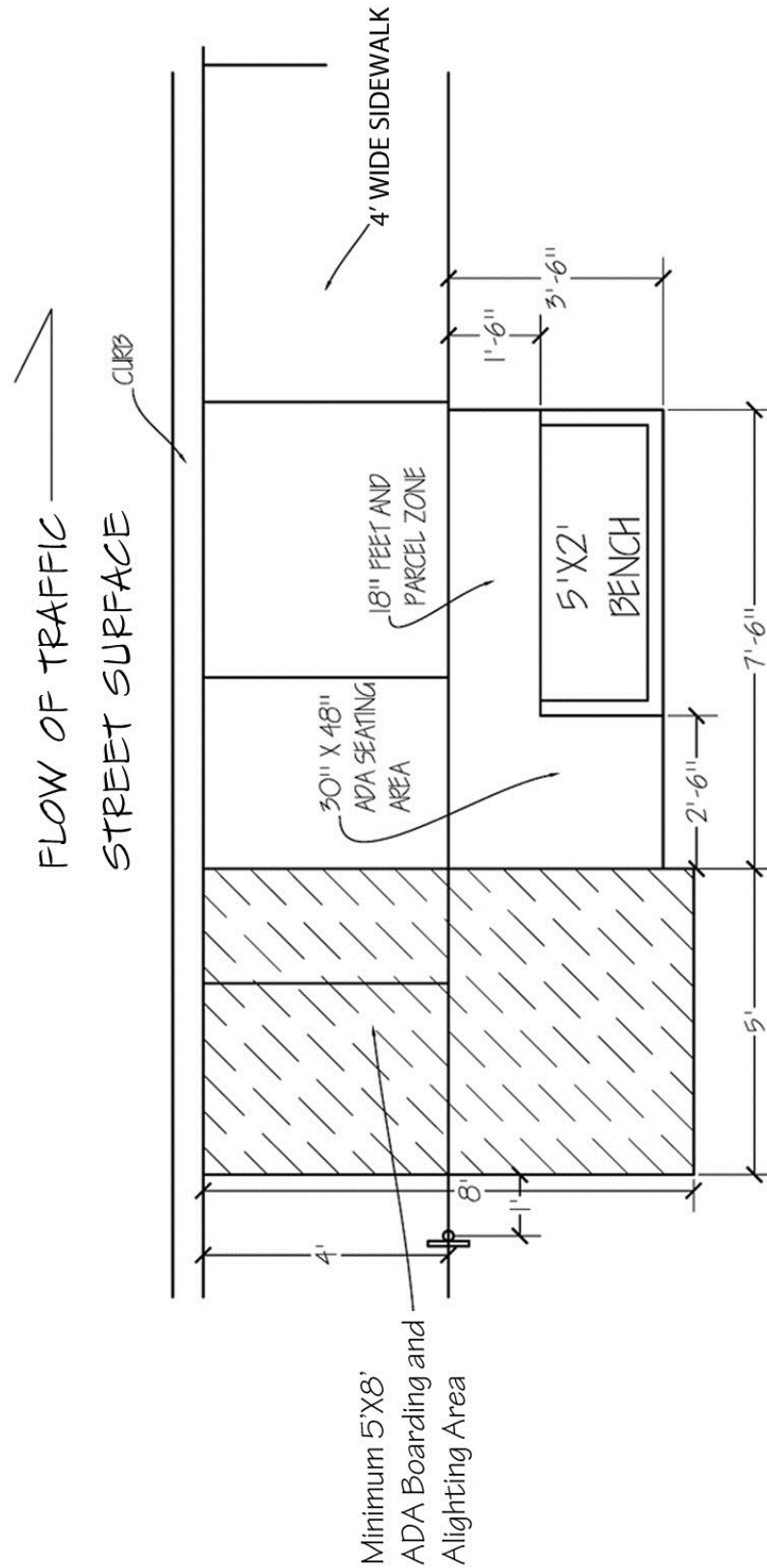
2.2 Basic Bus Stop Grade and Slopes

2.0 BUS STOP DESIGN PROTOTYPES



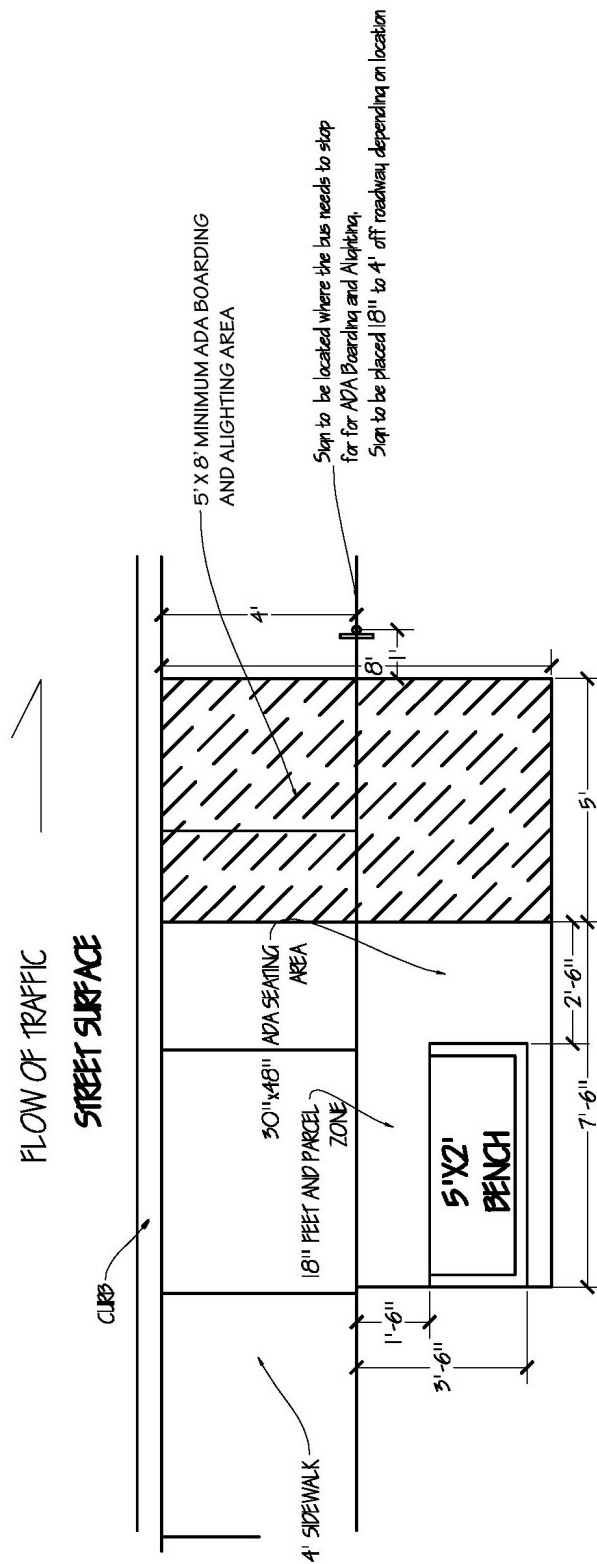
2.3 Bus Bench Pad with No Curb, Sidewalk, or Path

2.0 BUS STOP DESIGN PROTOTYPES



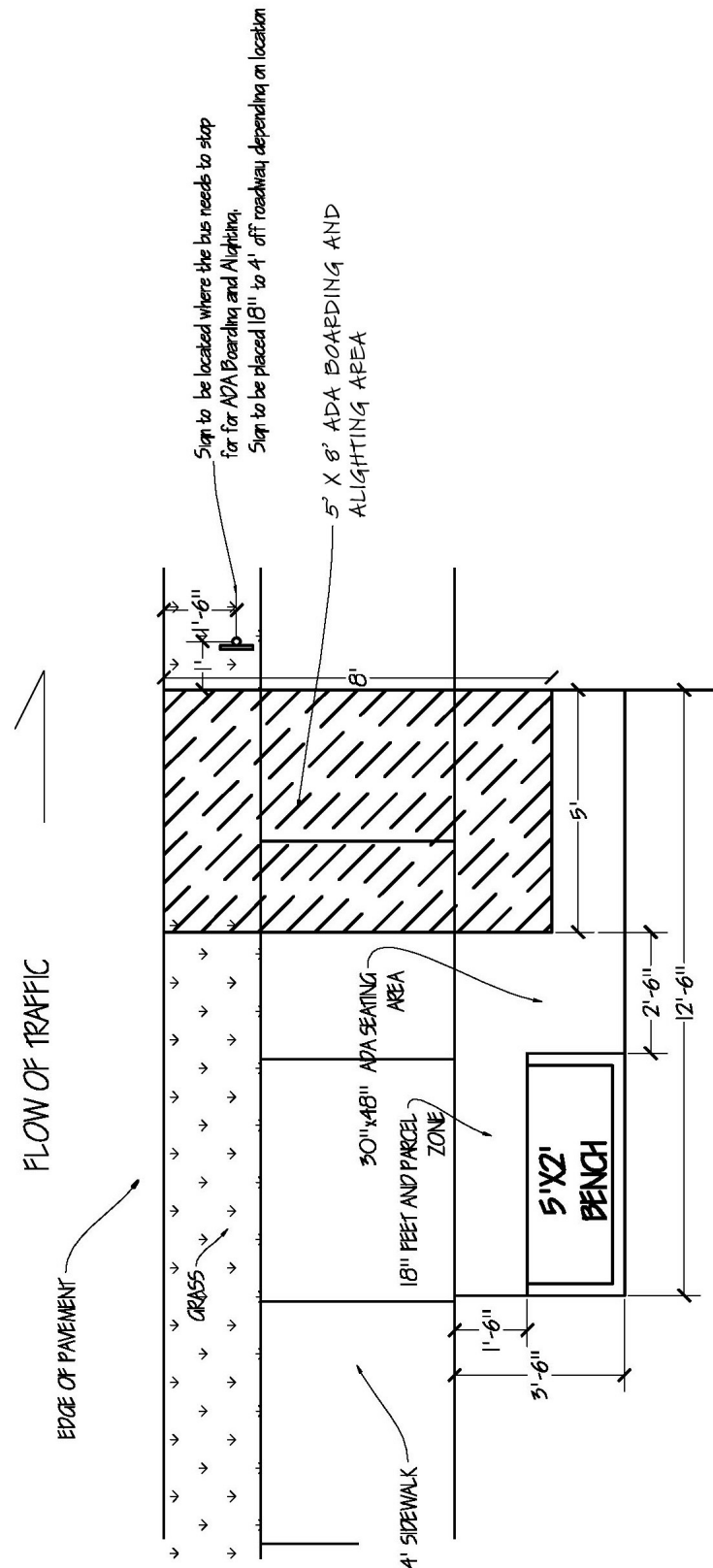
2.4 Bus Bench Pad, No Curb, No Sidewalk or Path

2.0 BUS STOP DESIGN PROTOTYPES



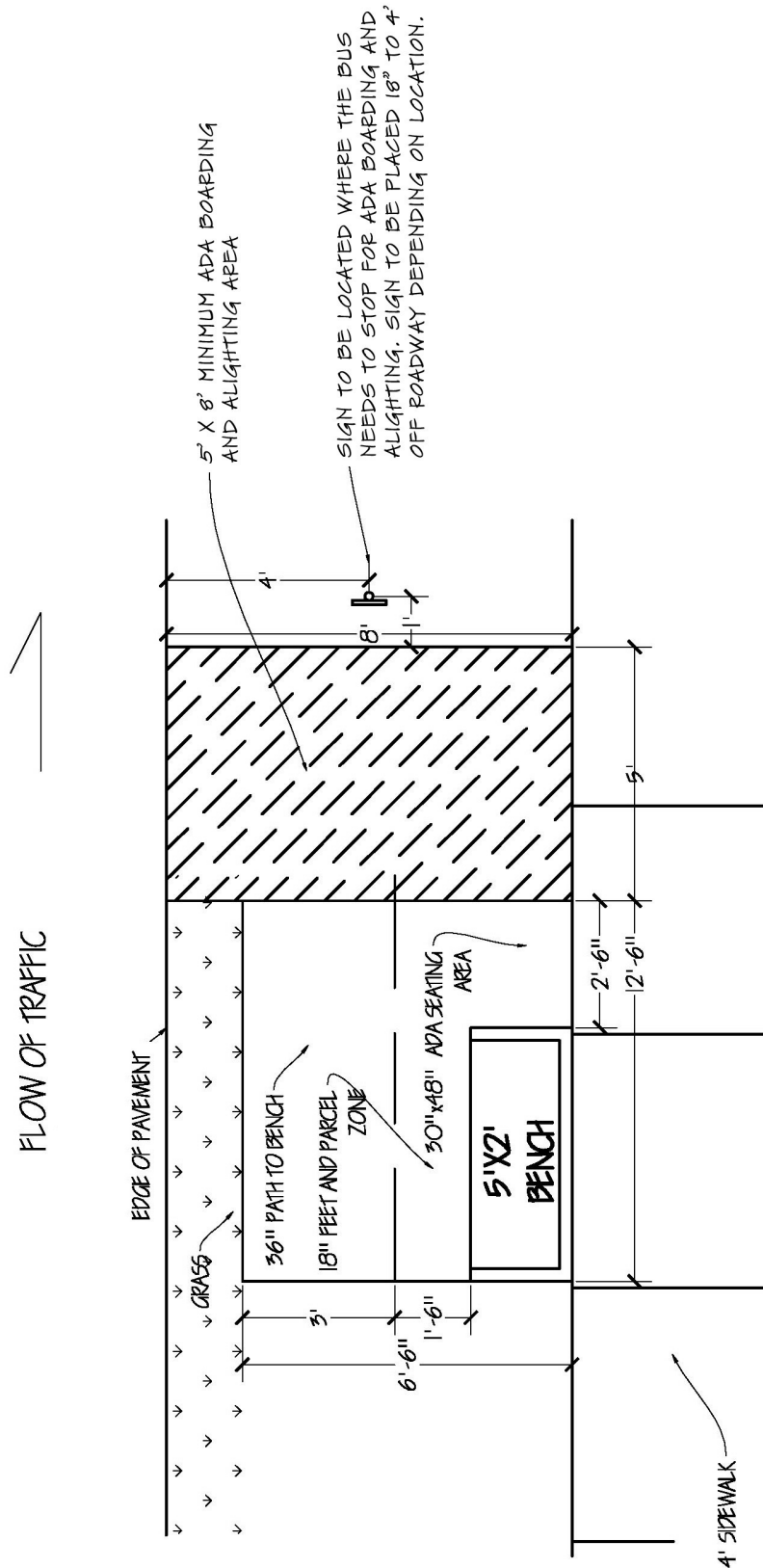
2.5 Bus Bench Pad with Sidewalk Adjacent to Curb

2.0 BUS STOP DESIGN PROTOTYPES



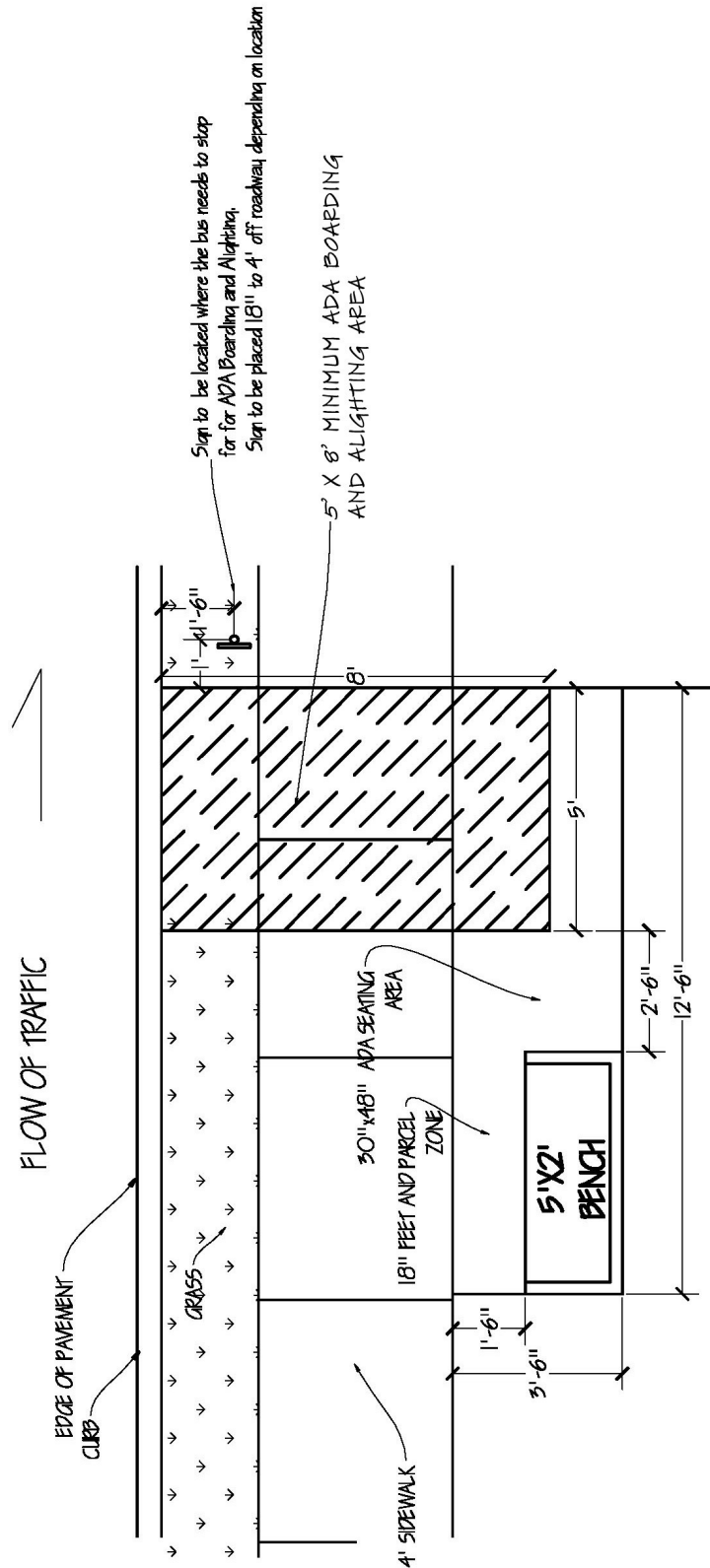
2.6 Bus Bench Pad with Sidewalk No Curb

2.0 BUS STOP DESIGN PROTOTYPES



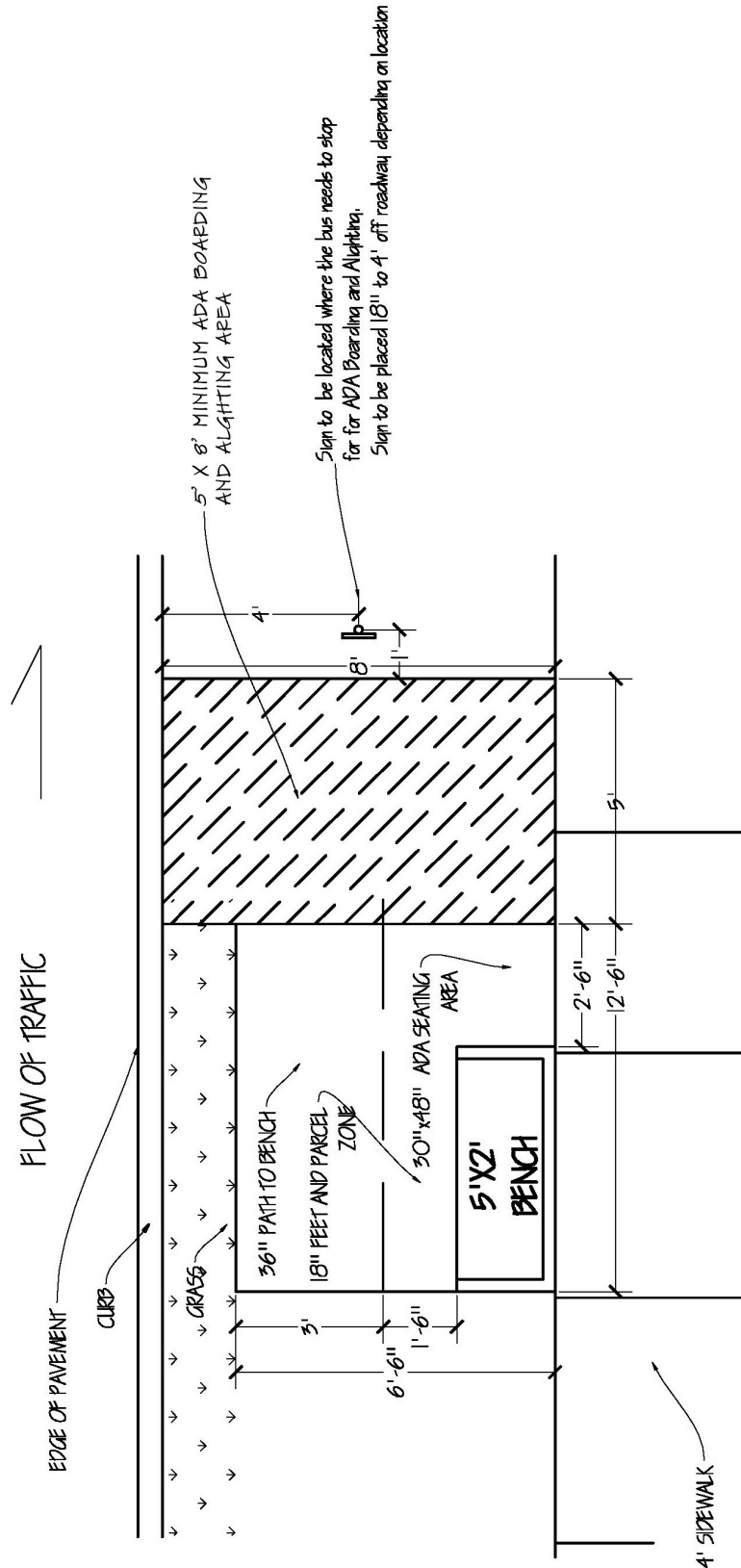
2.7 Bus Bench Pad without Curb, Sidewalk Behind Pad

2.0 BUS STOP DESIGN PROTOTYPES



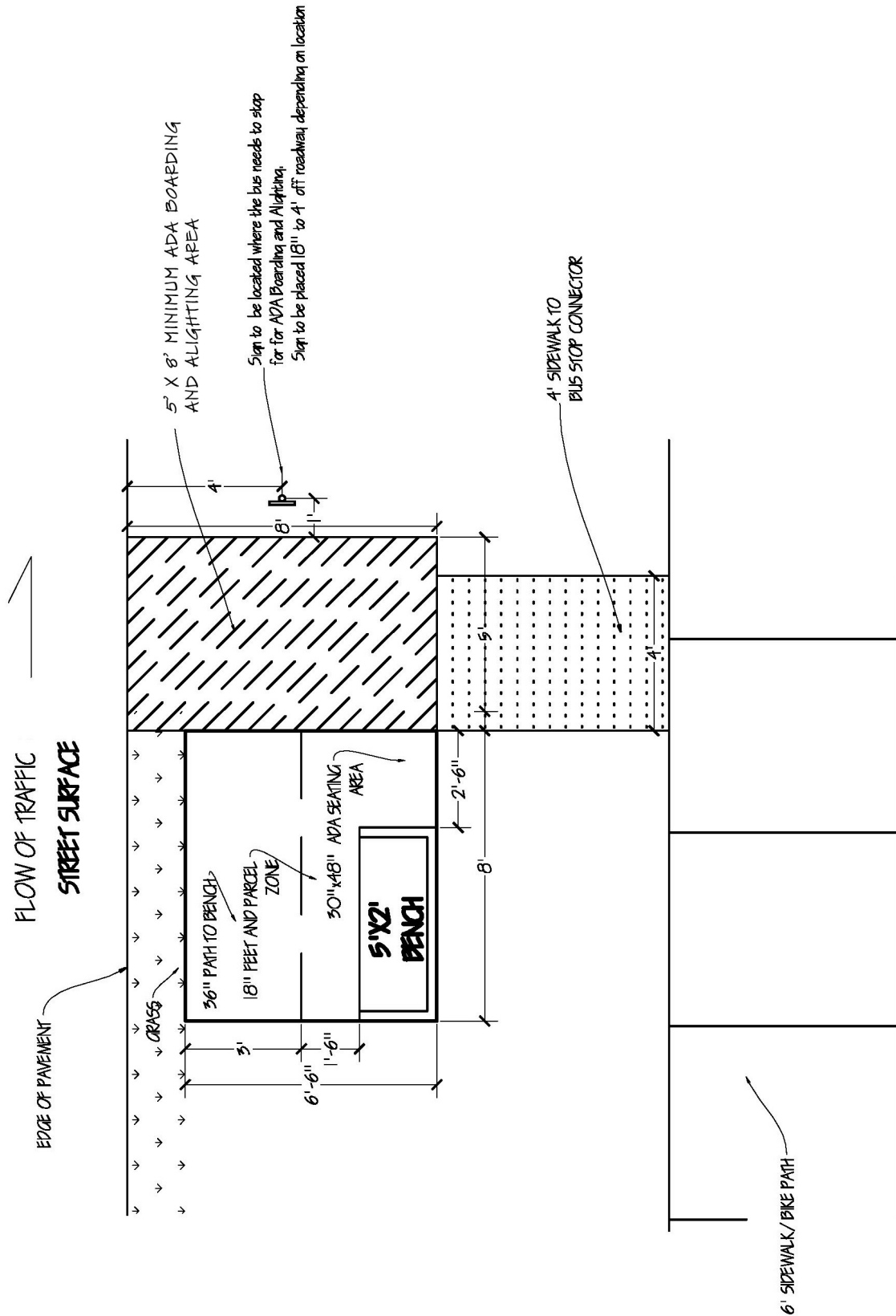
2.8 Bus Bench Pad with Sidewalk and Curb

2.0 BUS STOP DESIGN PROTOTYPES



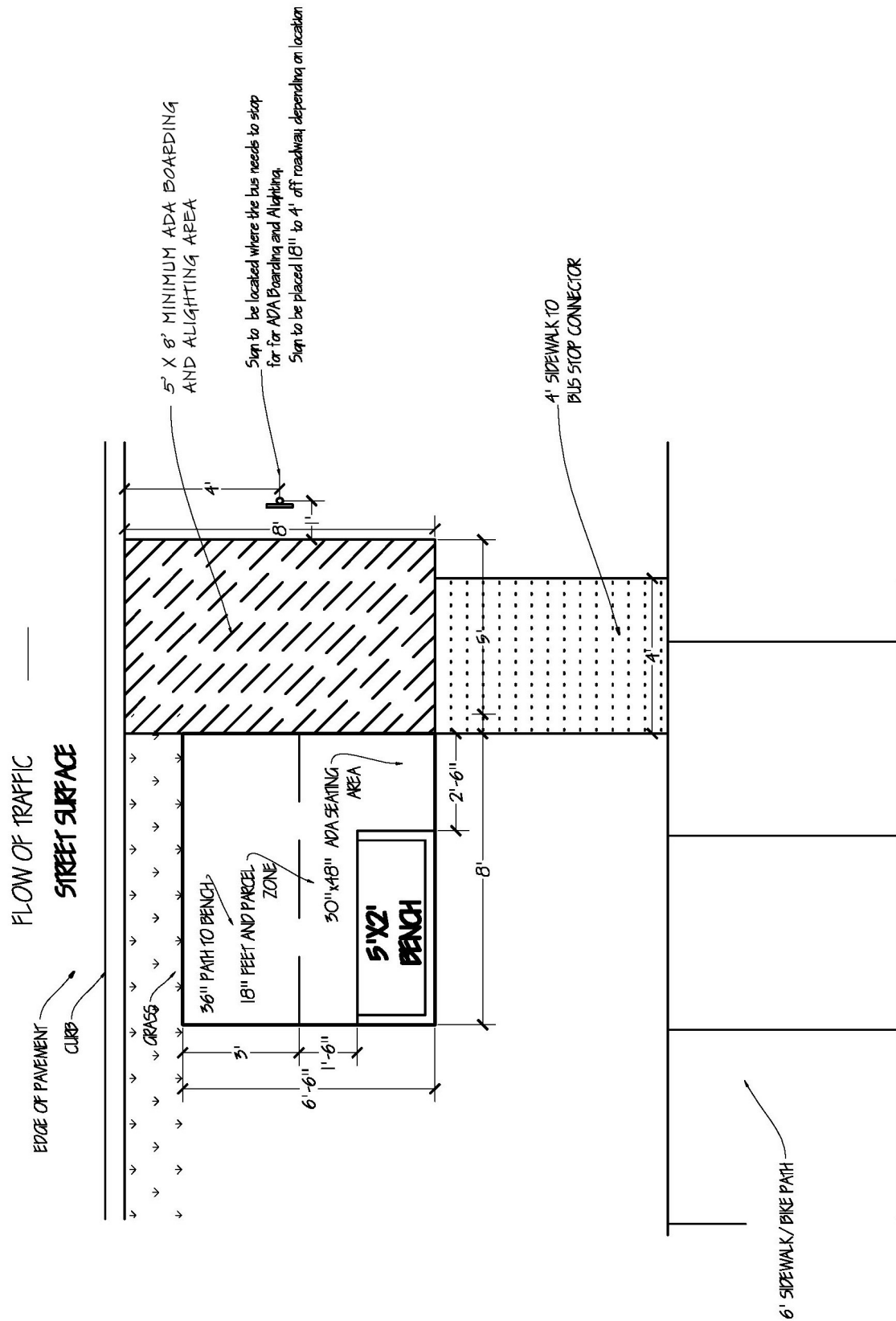
2.9 Bus Bench Pad with Curb, Sidewalk Behind Pad

2.0 BUS STOP DESIGN PROTOTYPES



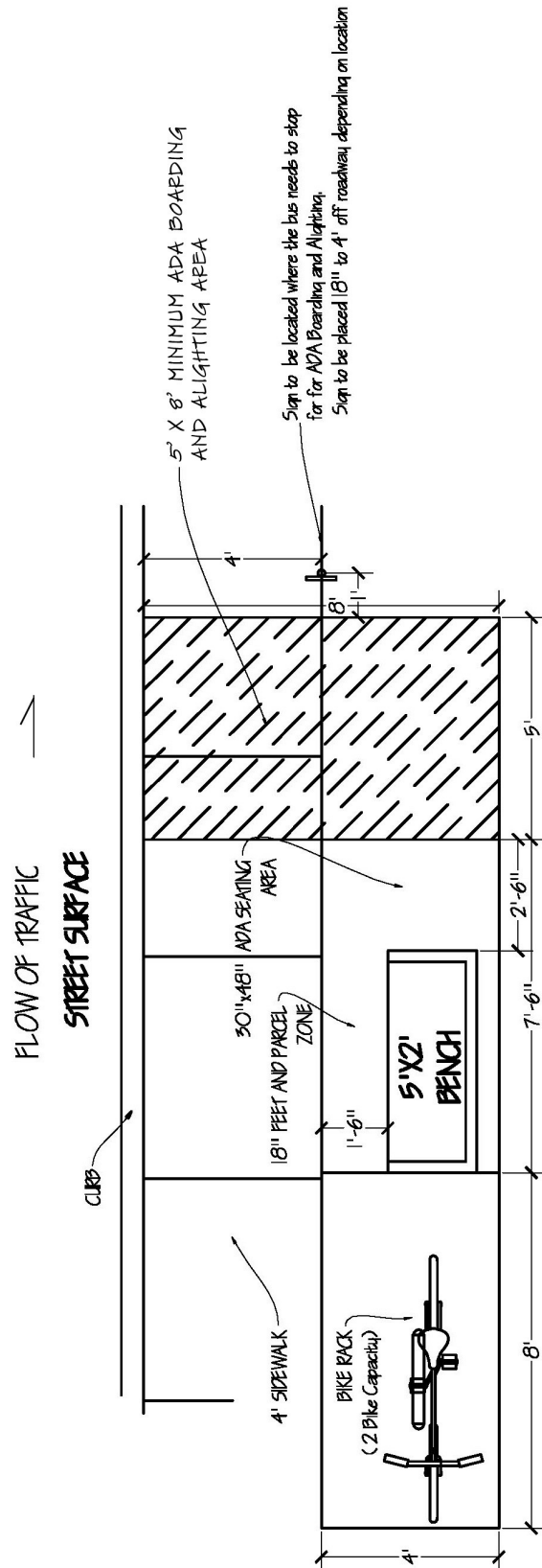
2.10 Bus Bench Pad w/o Curb, Sidewalk Behind Pad w/ Connector

2.0 BUS STOP DESIGN PROTOTYPES



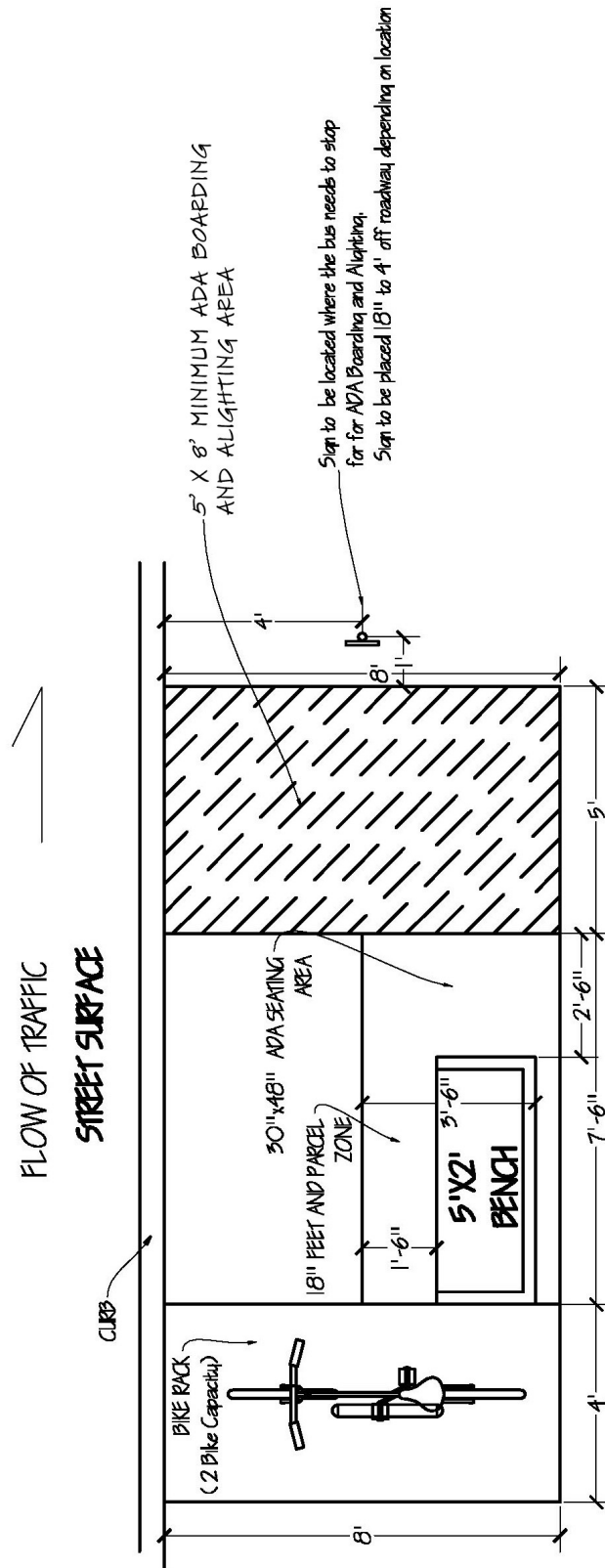
2.11 Bus Bench Pad w/ Curb, Sidewalk Behind Pad w/ Connector

2.0 BUS STOP DESIGN PROTOTYPES



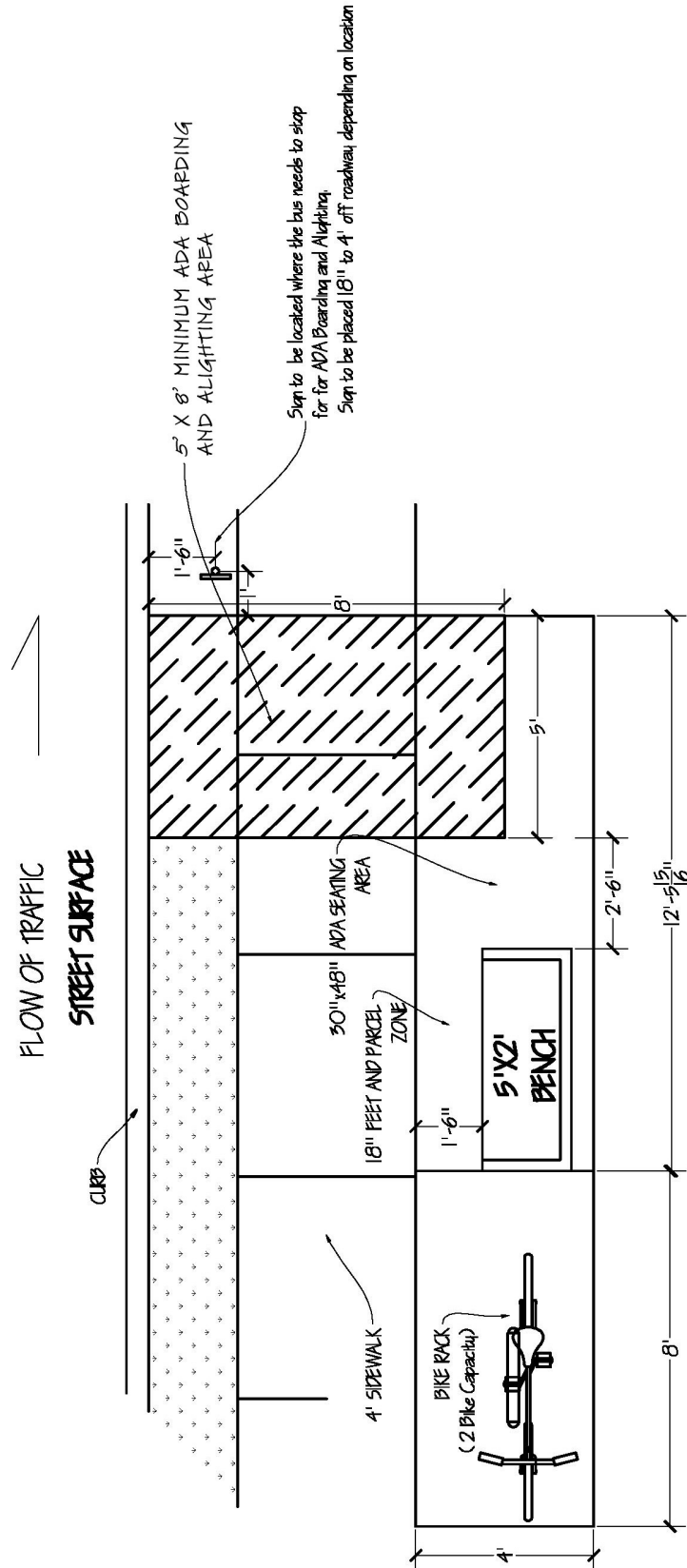
2.12 Bus Bench Pad w/ Curb, Sidewalk w/ Bike Rack

2.0 BUS STOP DESIGN PROTOTYPES



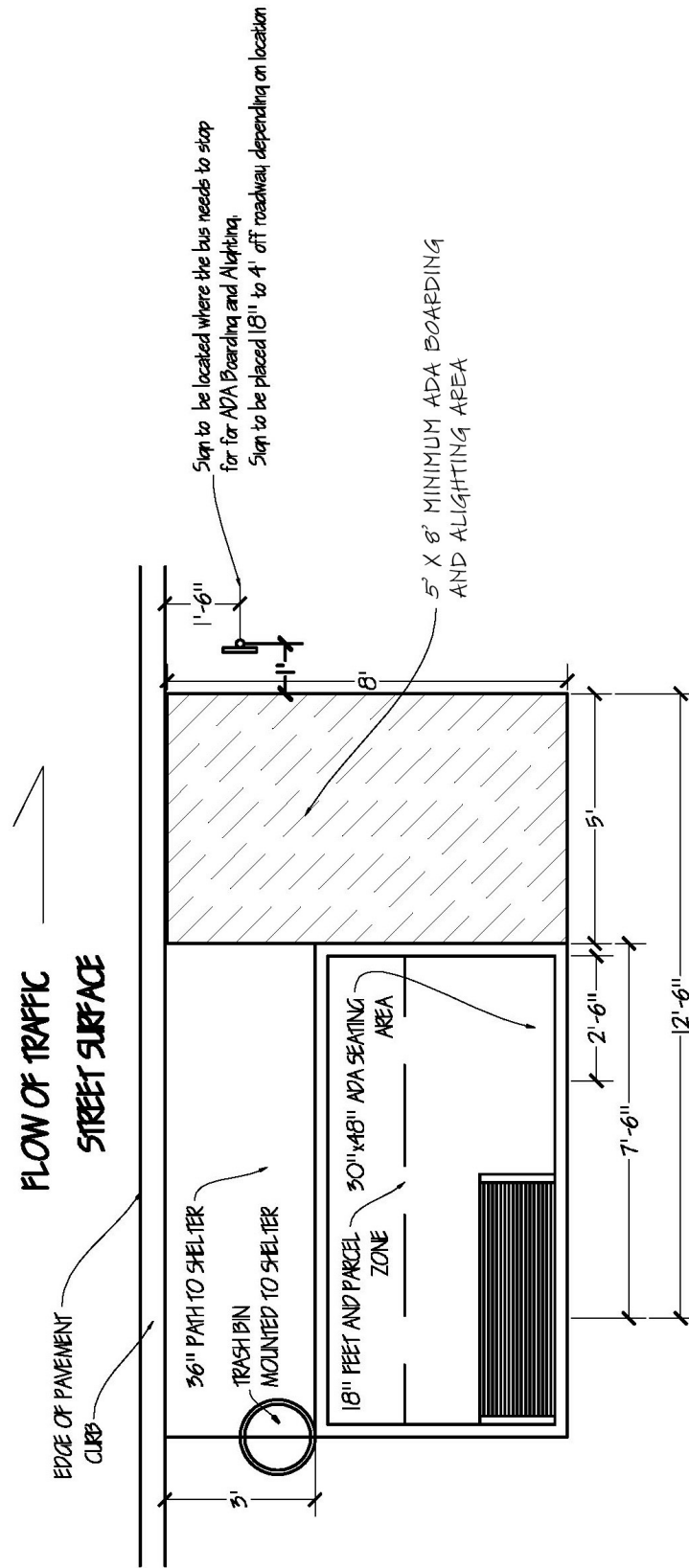
2.13 Bus Bench Pad w/ Curb, w/o Sidewalk, w/ Bike Rack

2.0 BUS STOP DESIGN PROTOTYPES



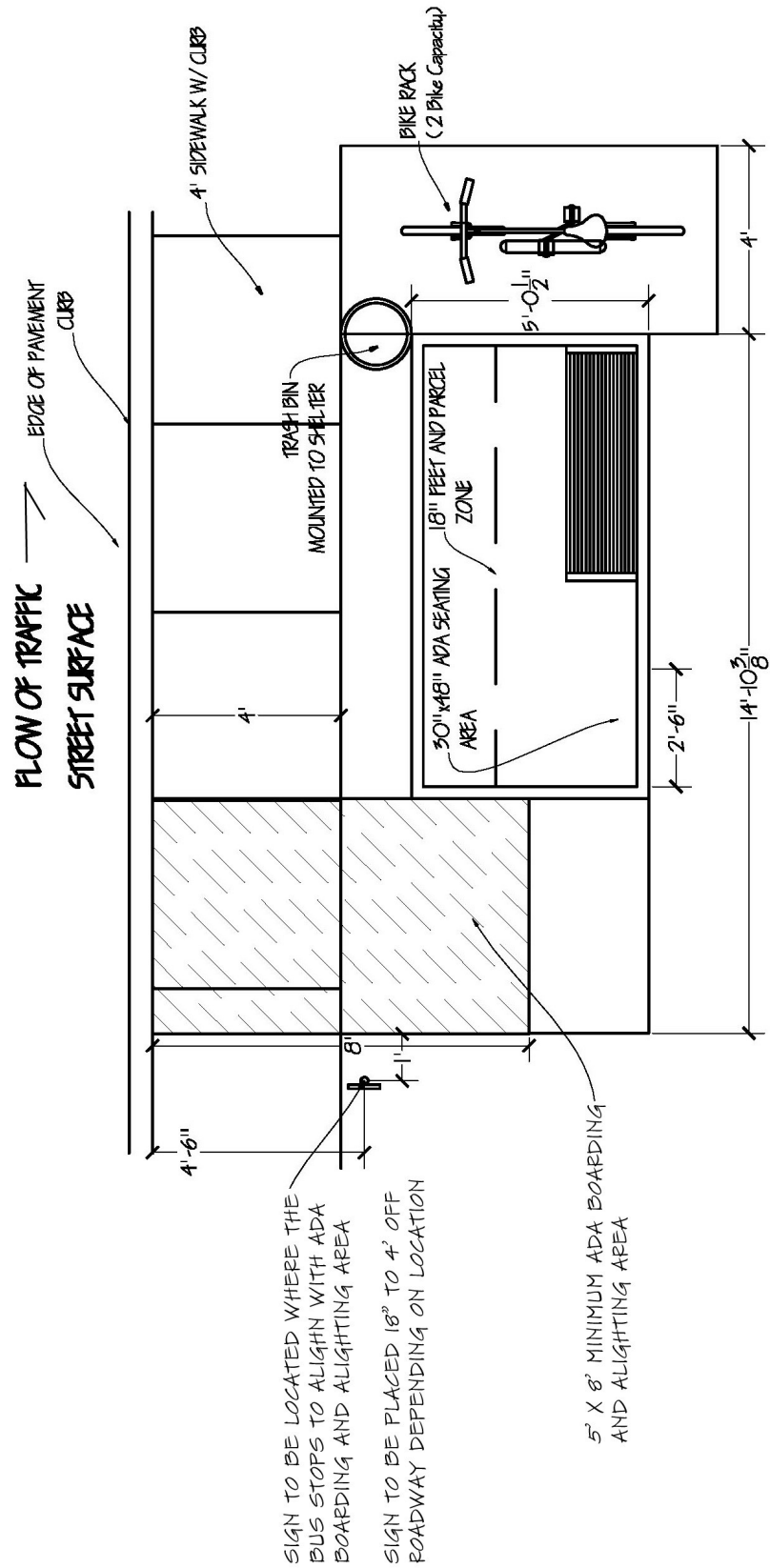
2.14 Bus Bench Pad w/ Curb, w/ Sidewalk, w/ Bike Rack

2.0 BUS STOP DESIGN PROTOTYPES



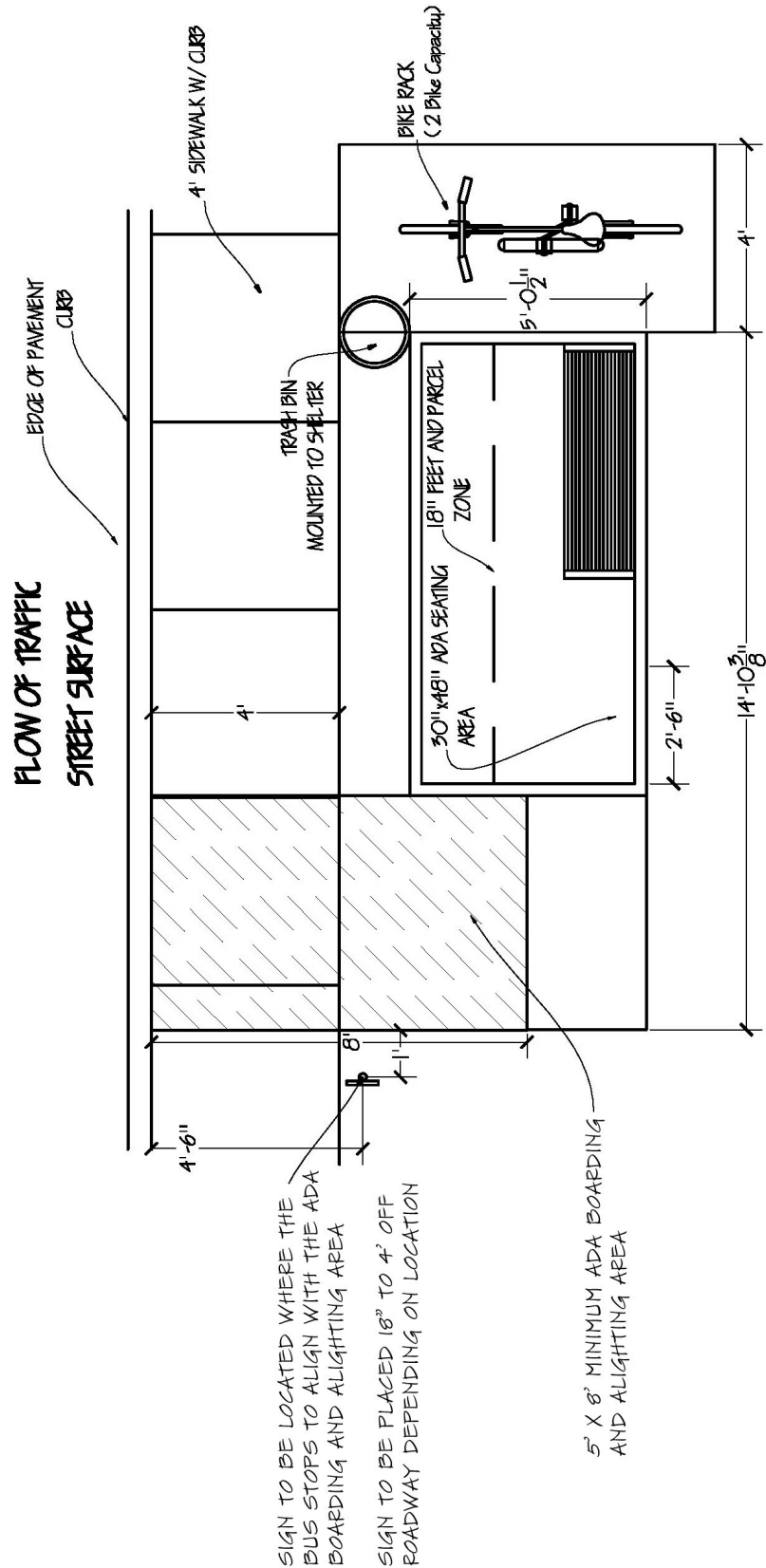
2.15 Shelter Pad w/ Curb, w/o Sidewalk

2.0 BUS STOP DESIGN PROTOTYPES



2.16 Shelter Pad w/ Curb, w/ Sidewalk

2.0 BUS STOP DESIGN PROTOTYPES



2.17 Shelter Pad w/ Curb, w/ Sidewalk, w/ Bike Rack

3.0 GENERAL ACCESSIBILITY GUIDELINES

3.1 ELEMENTS OF AN ACCESSIBLE ENVIRONMENT

Bus stops should be designed to make transit more convenient, accessible, and aesthetically appealing to transit users. These measures are necessary if public transportation is to compete effectively with other transportation modes. The proper design of bus stop zones and adjacent curbs can increase transit access and convenience by eliminating barriers, especially for those individuals with mobility limitations. The ADA mandates equal access to mass transit for every U.S. citizen, thereby requiring every new bus and bus stop to be wheelchair accessible to the maximum extent practicable. All elements, including benches, placed at or near bus stops for use by the public in conjunction with use of the transit system must also be fully compliant with the ADA provisions as adopted by the U.S. Department of Transportation.

Regulatory Requirements for Accessible Transportation Facilities are provided by the Federal and State governments. The ADAAG includes the Federal regulations governing accessible transportation facilities and is enforced by the U.S. Department of Transportation. The ADAAG provides the architectural specifics for the construction of new and alteration of existing transportation facilities.

The Florida State regulatory requirements are provided under the Florida Building Code, Chapter 11 Florida Accessibility Code (FAC) for Building Construction. The Florida Accessibility Code generally mirrors the requirements of the ADAAG, but is somewhat more stringent in some areas such as accessible parking spaces and accessible restroom configurations.

The following information provides a general overview of the accessibility regulations requirements for bus stops and facilities that may affect the accessibility to or use of a bus stop and amenities placed at the bus stop. Not all of the ADAAG requirements are given here. Only those pertinent for the understanding of personnel responsible for bus stop siting and placement of amenities in an accessible manner are listed.

- **Accessible Pedestrian Routes**

- ◇ Must be 36" minimum width, continuous, and unobstructed path (note that the 2012 FAC requires a 48" clear accessible pathway which can be reduced to no less than 36" when approved by the Engineer).
- ◇ Must have a 32" minimum width at doorways.
- ◇ Must have 60" X 60" passing spaces at 200' intervals (if <60" wide).
- ◇ Running slope (direction of travel) must be equal to or less than 5 percent (1:20) (>5% = ramp / ramp slope cannot exceed 8.33%).
- ◇ Cross slope (perpendicular to direction of travel) must be equal to or less than 2 percent (1:48).

3.0 GENERAL ACCESSIBILITY GUIDELINES

- **Surfaces and Sidewalks**

- ◇ Surface must be firm, stable, and slip resistant (wet or dry).
- ◇ Changes in level between 1/4" and 1/2" must be beveled at 1:2 slope.
- ◇ Changes in level greater than 1/2" are not allowed or must be ramped.
- ◇ Gaps in gratings within the accessible pathway must be no greater than 1/2" wide and openings must be aligned perpendicular to travel.
- ◇ The maximum walkway cross slope permitted is 1:48 (2%).

- **Protruding Objects**

- ◇ Objects at 27" to 80" above grade must not be more than a 4" protrusion.
- ◇ Post or column-mounted objects must not be more than a 12" protrusion.
- ◇ Overhead clearance must be equal to or greater than 80" above the surface.

- **Curb Ramps**

- ◇ The maximum ramp running slope permitted is 1:12 (8.33%).
- ◇ The maximum ramp cross slope permitted is 1:48 (2%).
- ◇ Side flare (transition) slopes must be no greater than 1:12.
- ◇ Curb ramps must be 48" wide (FDOT Design Standards, Index 304 - width may be reduced to 36" as required by ADAAG in restricted conditions and as approved by the Engineer).
- ◇ Curb ramps must have detectable warning material the full width of ramp and 24" from back edge of curb.
- ◇ Curb ramps must have a 48" long landing at top of slope (FDOT Design Standards, Index 304).
- ◇ Curb ramps must have detectable warning in truncated domes with pattern and characteristics defined by regulations, including contrasting color.
- ◇ Detectable warning also required at landings and flush transitions at street crossings.

- **Bus Stops**

- ◇ Must be on or connect to an accessible route.
- ◇ Must have an accessible approach to the boarding and alighting area and all provided amenities.

3.0 GENERAL ACCESSIBILITY GUIDELINES

- ◇ The clear space of the boarding and alighting area must be equal to or no less than 60" parallel and 96" perpendicular to the curb or street/roadway edge and be connected to the accessible route.
- ◇ Slope of the boarding and alighting area perpendicular to the curb must be equal to or less than 1:48 (2%).
- ◇ The slope parallel to the curb of the boarding and alighting area should match the slope of the roadway.
- ◇ The boarding and alighting area must provide a firm, stable, and slip resistant surface.
- ◇ The bus stop site must be chosen to provide the greatest degree of accessibility practicable.
- ◇ If provided, the boarding and alighting area concrete pad must be located within the specified clear zone for the roadway environment being used according to FDOT Design Standards, Index Number 700.

Index 700 states that, "The roadside clear zone is that area outside the traveled way available for use by errant vehicles. Vehicles frequently leave the traveled way during avoidance maneuvers, due to loss of control by the driver (e.g., falling asleep) or due to collisions with other vehicles. The primary function of the clear zone is to allow space and time for the driver to retain control of his vehicle and avoid or reduce the consequences of collision with roadside objects. This area also serves as an emergency refuge location for disabled vehicles."

- ◇ Bus stop amenities must be connected to the accessible route and allow accessible maneuvering space and be within 48" maximum reach range of all operating controls (FDOT requires a 42" reach range limit for pedestrian signal control buttons).
- ◇ If a shelter is provided, it must connect to the accessible route and allow a minimum space of 30" X 48" fully within shelter.
- ◇ If a bench is included within a shelter, it must allow minimum space of 30" X 48" resting/transfer space at one end of bench.

3.0 GENERAL ACCESSIBILITY GUIDELINES

3.2 SPECIFIC ADAAG REQUIREMENTS FOR BUS STOPS & FACILITIES

ADAAG Section 810—Requirements for Bus Stops

The following excerpt from the revised ADAAG (2004 published version adopted by the USDOT on November 29, 2006) provides the following specific requirements for bus stops.

810 Transportation Facilities

810.1 General. Transportation facilities shall comply with 810.

810.2 Bus Boarding and Alighting Areas. Bus boarding and alighting areas shall comply with 810.2.

Advisory 810.2 Bus Boarding and Alighting Areas. At bus stops where a shelter is provided, the bus stop pad can be located either within or outside of the shelter.

810.2.1 Surface. Bus stop boarding and alighting areas shall have a firm, stable surface.

810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2,440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1,525 mm) minimum, measured parallel to the vehicle roadway.

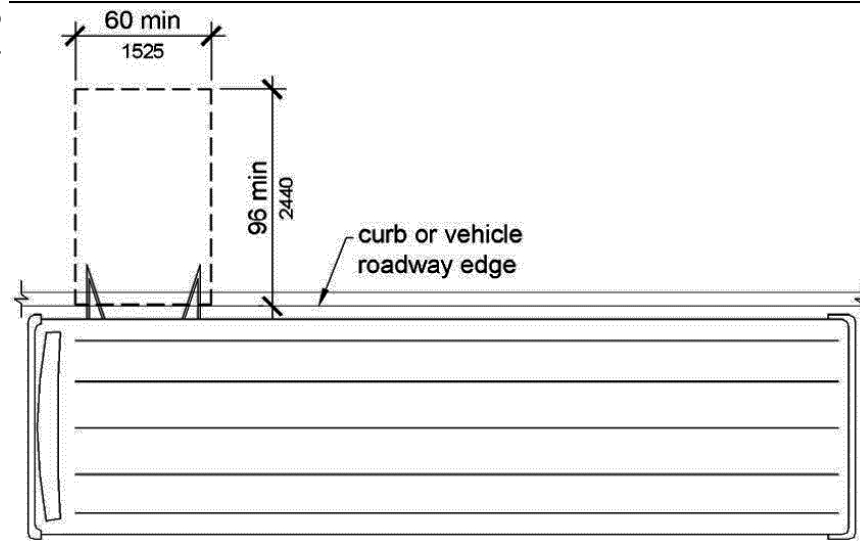


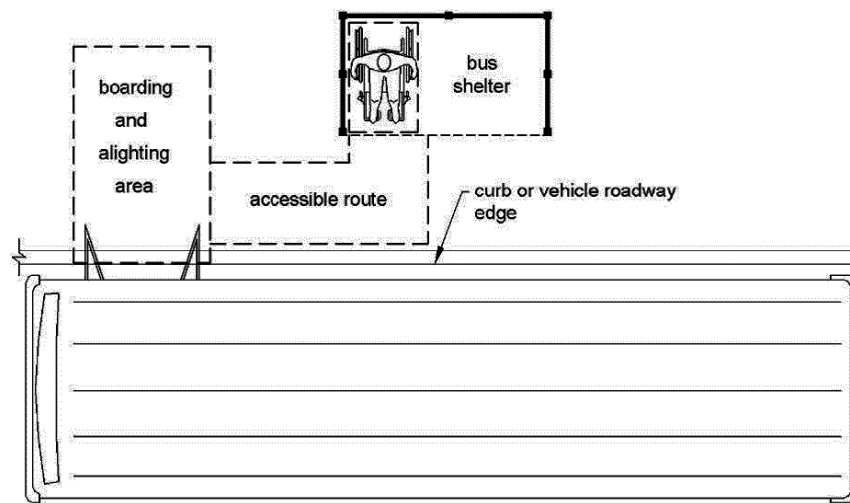
Figure 3.2.1
Dimensions of Bus Boarding and Alighting Areas
(Adapted from ADAAG Figure 810.2.2)

810.2.3 Connection. Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complying with 402.

3.0 GENERAL ACCESSIBILITY GUIDELINES

810.2.4 Slope. Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.

810.3 Bus Shelters. Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.



**Figure 3.2.2
Bus Shelters
(Adapted from ADAAG Figure 810.3)**

810.4 Bus Signs. Bus route identification signs shall comply with 703.5.1 through 703.5.4, and 703.5.7 and 703.5.8. In addition, to the maximum extent practicable, bus route identification signs shall comply with 703.5.5. These requirements include specifications for contrast, character height and spacing, style, etc.

EXCEPTION: Bus schedules, timetables, and maps that are posted at the bus stop or bus bay shall not be required to comply.

Figure 3.2.3 on the following page illustrates the dimensional characteristics of an accessible bus stop. Note that placement of a bench or other item at the transit site must be as an attached amenity and placed in a manner to ensure that those clear areas provided for accessibility are not obstructed.

3.0 GENERAL ACCESSIBILITY GUIDELINES

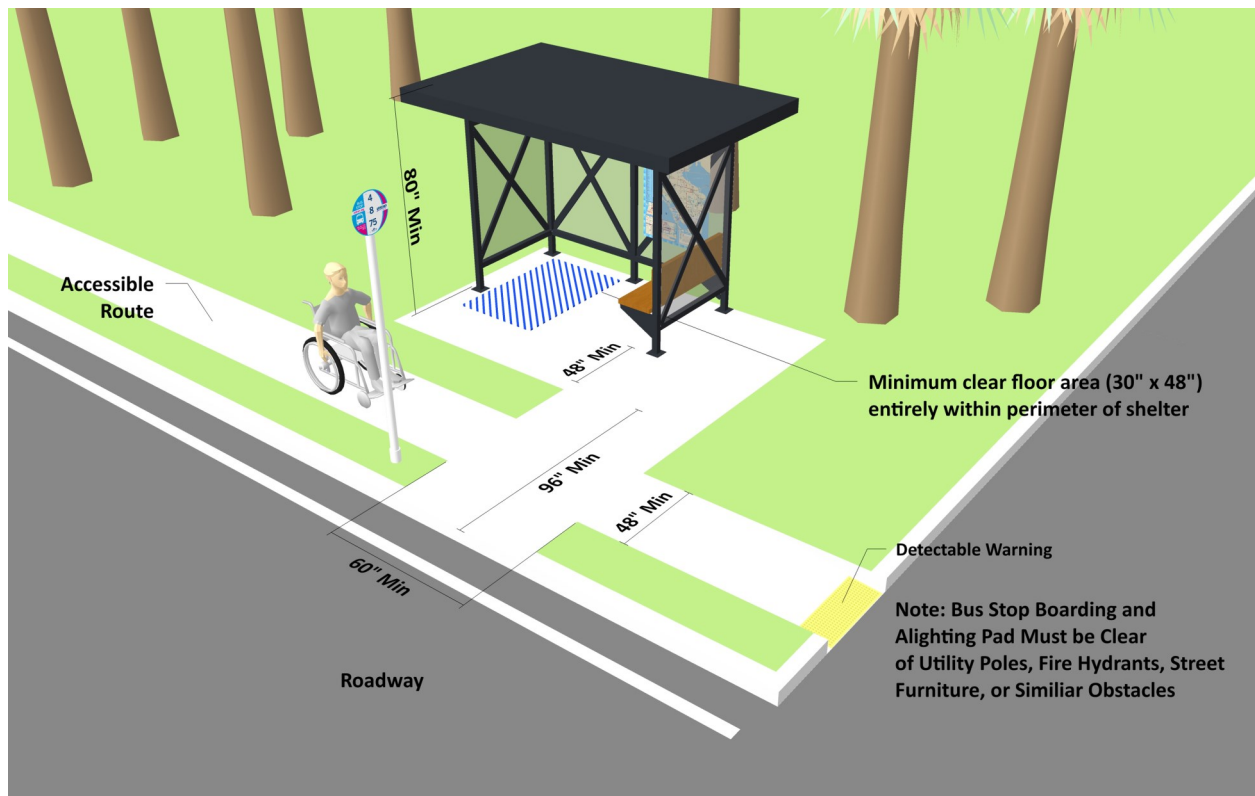


FIGURE 3.2.3 General Bus Stop Site Design Characteristics

4.0 RESEARCH & FINDINGS

4.1 CODE APPLICABILITY DISCUSSION FOR BENCH PLACEMENT AT BUS STOPS

The ADAAG contains specific requirements for benches in Section 903. However, the scoping provisions of the ADAAG indicate that Section 903 is only applicable to benches located in interior spaces such as dressing, fitting, and locker rooms (803.4), and in holding and housing cells (807.2.2).

Additionally, to reinforce agreement of the above comment, it is necessary to note that according to direct communication with U.S. Access Board technical staff, ADAAG Section 903 is not applicable to benches placed in the public right-of-way. However, the Public Rights-of-Way Accessibility Guidelines published by the Access Board (PROWAG are not enforceable regulations at the time of this writing) do specify accessibility guidelines for benches in the public right-of-way. PROWAG particularly emphasizes the need to consider the dimensions and use of pedestrian circulation routes when coordinating the placement of improvements, appurtenances, utilities, or street furniture (including benches). Comments from disability organizations and individuals have identified blocked or compromised pedestrian routes as a major barrier to independent travel.

FDOT has taken an aggressive posture concerning the placement of benches and other amenities within the public right-of-way, particularly at transit stops. Rule 14-20.0032, Placement of Transit Bus Benches, specifically addresses requirements for benches placed in the public right-of-way. This rule utilizes many of the requirements of ADAAG Section 903 and PROWAG R212.6 covering the placement and dimensional characteristics for benches. This Votran Bus Stop Design standards document has been developed to incorporate the FDOT (PROWAG) and ADAAG requirements for benches and the applicable requirements are included on the following pages.

4.0 RESEARCH & FINDINGS

4.2 ADAAG SECTION 903 REQUIREMENTS

ADAAG SECTION 903

903 Benches

903.1 General. Benches shall comply with 903.

903.2 Clear Floor or Ground Space. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench.

903.3 Size. Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

903.4 Back Support. The bench shall provide for back support or shall be affixed to a wall. Back support shall be 42 inches (1065 mm) long minimum and shall extend from a point 2 inches (51 mm) maximum above the seat surface to a point 18 inches (455 mm) minimum above the seat surface. Back support shall be 2½ inches (64 mm) maximum from the rear edge of the seat measured horizontally.

903.5 Height. The top of the bench seat surface shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the finish floor or ground.

903.6 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the seat, fastener, mounting device, or supporting structure.

903.7 Wet Locations. Where installed in wet locations, the surface of the seat shall be slip resistant and shall not accumulate water.

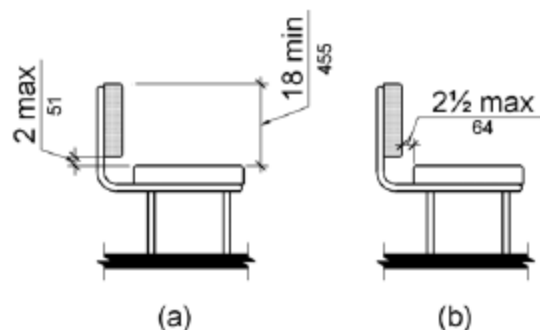


Figure 4.2.1
ADAAG Figure 903.4 Bench Back Support

4.0 RESEARCH & FINDINGS

4.3 PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES

The specific PROWAG guidelines relevant to accessible placement of benches follows. As of this writing, these guidelines are not enforceable requirements. A public review and comment period and a Notice of Proposed Rule Making are pending for the adoption and enforcement of the PROWAG.

R211 Street Furniture

Street furniture intended for use by pedestrians and installed on or adjacent to a pedestrian circulation path shall comply with R307.

Advisory R211 Street Furniture. This scoping applies usability and operability criteria to certain items intended for pedestrian use in the public right-of-way. Where multiple items of a single type are provided at a single location, only a proportion may be required to be accessible and to be located on a pedestrian access route. Types of street furniture for which usability and operational criteria are provided include elements such as drinking fountains; public telephones; public toilet facilities; and tables, counters, and benches in R211; parking meters in R308.6; bus stops and shelters in R212; and signage, including bus stop signage, in R210. Where applicable, usability and operability provisions shall be satisfied in the design and construction of other items installed on or along a public right-of-way for pedestrian use (see sections R307, R401, and R405).

Careful coordination is required between agencies and divisions authorized to install items on and along sidewalks in order to avoid inadvertent conditions that may constitute barriers. The U.S. Department of Justice ADA regulations required that the usability of accessible features be maintained (28 CFR §35.133 and §36.211).

R212 Bus Stops

Where provided, bus boarding and alighting areas shall comply with R410. Where provided, bus shelters shall comply with R410.2.

Advisory R212 Bus Stops. Where bus stops are marked along existing streets by the placement of signage, benches, or shelters, other features necessary to accessibility, such as surface improvements and curb ramps, will be subject to the program access requirements of the U.S. Department of Justice title II regulation at 28 CFR 35.151 or the U.S. Department of Transportation 504 regulation at 49 CFR Part 27. Transportation, public works, and transit agencies should consider including needed improvements in their transition plans and other program accessibility planning.

Furthermore, the placement of such items is subject to usability and protruding objects provisions that apply to street furniture. Bus stop benches and shelters shall not intrude into an existing pedestrian access route.

4.0 RESEARCH & FINDINGS

R307 Street Furniture

R307.1 General. Street furniture shall comply with R307.

Advisory R307.1 General. Elements are often placed on a sidewalk without coordination by different agencies or entities. Covered entities must ensure that the usability of the pedestrian access route is maintained.

Where items are added to an existing developed streetscape and the pedestrian walkway is not being replaced or altered within the scope of the project, locations should be carefully selected for minimum slope and cross slope and adequate width and maneuvering space to optimize usability.

R307.2 Clear Floor or Ground Space. Street furniture shall have clear space complying with R402 and shall be connected to the pedestrian access route.

R307.6 Tables, Counters, and Benches. Tables, counters, and benches shall comply with R307.6.

R307.6.3 Benches.

R307.6.3.1 Clear Space for Wheelchairs at Benches. Where benches without tables are provided at a single location, at least 50 percent, but no fewer than one*, shall provide clear space complying with R402 [30" X 48"] positioned at the end of the bench seat and located for shoulder-to-shoulder seating.

**This statement refers to a single seat position.*

R307.6.3.2 Benches. Where benches without tables are provided at a single location, at least 50 percent, but no fewer than one, shall have a seat height at the front edge of 43 cm (17 in) minimum and 49 cm (19 in) maximum above the ground or floor space.

Advisory R307.6.3.2 Benches. Benches will be most useful if they have full back support and armrests to assist in sitting and standing.

4.0 RESEARCH & FINDINGS

4.4 FLORIDA ACCESSIBILITY CODE: PLACEMENT OF TRANSIT BUS BENCHES

The requirements of the Florida Accessibility Code are generally in concert with the Public Rights-of-Way Accessibility Guidelines and the ADAAG accessibility requirements. The following provides the text of Florida Administrative Code (FDOT) Rule 14-20.0032 *Placement of Transit Bus Benches*. Note that the upcoming revision of the FDOT Accessing Transit handbook will likely include requirements that are not currently included in Rule 14-20. Additionally, FDOT's ADA Coordinator has stated that an update to Rule 14-20 is also likely in the near future.

The Department allows placement and maintenance of transit bus benches on the right-of-way of a Federal-Aid highway or state highway pursuant to written approval by the appropriate city or county government within whose jurisdiction the bench is to be located. All bus benches shall be subject to the following:

- (1) Transit bus benches placed on the right-of-way shall not exceed 74 inches in length, 28 inches in depth, and 44 inches in height.
- (2) Any bench placed on any part of a sidewalk shall leave at least three feet clearance for pedestrian traffic between the bench and the nearest edge of the road.
- (3) Transit bus benches shall not be placed in the median of any divided highway or on limited access facilities.
- (4) Unless otherwise herein provided, transit bus benches shall be placed only at recognized transit stops. However, only the minimum number of benches necessary to accommodate the comfort and convenience of the general public shall be erected or maintained.
- (5) Benches may be placed at points of pedestrian convenience other than recognized transit bus stops, where, in the judgment of the appropriate city or county government, there exists a necessity for such seating or where such seating would otherwise serve the public interest and shall comply with all other requirements placed upon transit bus benches in Rule 14-20.0032, FAC. However, only the minimum number of benches necessary to accommodate the comfort and convenience of the general public shall be erected or maintained.
- (6) If the Department finds any bench in violation of any portion of this rule, except those determined to endanger life or property, the Department shall provide written notice of the violation to the owner of the bench, or the appropriate city or county government, who shall correct the violation or remove the shelter within 30 days after receipt of the notice. If the Department finds any bench to be a danger to life or property, the Department shall provide notice to the owner of the bench, or the appropriate city or county government, who shall take immediate steps to make the bench safe or remove the bench. If the condition or location of a bench is not corrected in accordance with the Department's notice, the Department will cause the bench to be removed and seek the cost of removal from the owner of the bench.
- (7) Commercial advertising shall be displayed upon a transit bus bench only on either the front or rear surface of the backrest area.
- (8) Advertising displayed on a transit bus bench shall not be greater than 72 inches in length

4.0 RESEARCH & FINDINGS

nor greater than 24 inches in height, and no advertising displayed upon a bench shall be of a reflectorized material.

- (9) The transit bus bench location must meet the set back and minimum clear recovery zone requirements as detailed in the Florida Department of Transportation's *Roadway and Traffic Design Standards*, Index Number 700, entitled "Design Criteria Related to Highway Safety" (incorporated by reference in Rule 14-85.004, Florida Administrative Code).
- (10) Any transit bus bench that was in service prior to April 1, 1992, may be replaced with a bus bench of the same size or smaller, if the bench is damaged or destroyed or otherwise becomes unusable.
- (11) Any transit bus bench placed at points of public convenience which violates any portion of this rule shall be subject to removal upon 30 days notice if the violation is not corrected.
- (12) Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration, or relocation of all, or any portion of a State Road, as determined by the Department, any bus bench and appurtenances thereto, authorized by this Rule, shall be immediately removed from said State Road Right-of-Way or shall be reset or relocated thereon as required by the Department, at the expense of the bench owner unless reimbursement is authorized by separate agreement. In the event the relocation of said benches is scheduled to be done simultaneously with the Department's construction work, the bench owner shall coordinate with the Department before proceeding. The bench owner shall cooperate with the Department's contractor to arrange the sequence of work so as not to delay the work of the Department's contractor and shall defend any legal claims of the Department's contractor due to delays caused by the bench owner's failure to comply with the approved schedule. The bench owner shall not be responsible for delays for reasons beyond the bench owner's reasonable control.

Specific Authority 334.044(2) FS. Law Implemented 334.044(13), 335.021(1), 337.408 FS. History—New 12-26-90, Amended 8-11-92, 5-15-97, 7-16-98.

5.0 DEFINITIONS & ACRONYM LIST

ACCESSIBLE - A site, building, facility, or portion thereof that is in compliance with the ADAAG provisions and regulations.

ACCESSIBILITY - A measure of the ability or ease of all people to access a given area or system.

ACCESSIBLE MEANS OF EGRESS - A continuous and unobstructed way of egress travel from any point in a building or facility that provides an accessible route to an exit or a public way.

ADA - The Americans with Disabilities Act of 1990, which includes the final rule, which sets forth the transportation standards contained in 49 CFR Parts 27, 37, and 38.

ADAAG - The appendix to the 49 CFR Part 37 containing the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, which provides the architectural and structural requirements for an accessible environment.

ALTERATION - A change to a building or facility that affects or could affect the usability of the building or facility or portion thereof. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reproofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.

BOARDING AND ALIGHTING AREA - The clear space at a bus stop allocated for patrons to board or alight from the bus.

BUILDING - Any structure used or intended for supporting or sheltering any use or occupancy.

BUS BAY - A widened portion of the roadway or right-of-way that permits buses or special use vehicles to stop outside of the traffic through lanes while passengers board or alight the bus or special use vehicle. It is designed to allow easy reentry of the bus or special use vehicle into the traffic stream.

5.0 DEFINITIONS & ACRONYM LIST

BUS STOP - A designated area where local buses stop to load and unload passengers along local or express routes. The bus stop is the passenger interface and bus operating area. The ADA considers a bus stop a “transportation facility” and is governed by the USDOT ADA regulations.

CIRCULATION PATH - An exterior or interior way of passage provided for pedestrian travel, including, but not limited to, walks, hallways, courtyards, elevators, platforms, ramps, stairways, and landings.

CLEAR ZONE - The area outside the traveled way available for use by errant vehicles. The primary function of the clear zone is to allow space and time for the driver to retain control of his vehicle and avoid or reduce the consequences of collision with roadside objects.

CONNECTION - For purposes of access management, any driveway, street, turnout, sidewalk, or other means of providing for the movement of vehicles, pedestrians, or bicycles to or from the public roadway system.

CORRIDOR - A broad geographical band that follows a general directional flow or connects major sources of trips.

CROSS SLOPE - The slope that is perpendicular to the direction of travel.

CURB RAMP - A short ramp cutting through a curb or built up to it to allow accessible travel between two elevations.

DETECTABLE WARNING - A standardized surface feature built in or applied to walking surfaces or other elements to warn of hazards on a circulation path.

ELEMENT - An architectural or mechanical component of a building, facility, space, or site.

FACILITY - All or any portion of buildings, structures, site improvements, elements, and pedestrian routes or vehicular ways located on a site.

FDOT - Florida Department of Transportation

HEADWAY - The scheduled time intervals between vehicles moving along the same route, line, or roadway in the same direction.

5.0 DEFINITIONS & ACRONYM LIST

MARKED CROSSING - A crosswalk or other identified path intended for pedestrian use in crossing a vehicular way.

MODE - A particular form of travel (i.e., walking; bicycling; travel by air, land, or sea in various purpose vehicle). More generally identifies mode of transportation within a system such as bus, rail, shuttle, etc.

PPM - Plans Preparation Manual. The PPM sets forth geometric and other design criteria, as well as procedures, for Florida Department of Transportation (FDOT) projects.

PUBLIC ROAD - Any roadway owned and/or maintained by the state, county, or city.

PUBLIC TRANSPORTATION FACILITIES - Bus stops, transit centers, park-and-ride lots, high occupancy vehicle (HOV) lanes and pullouts, multi-modal facilities, rail stations, etc.

PUBLIC USE - Interior or exterior rooms, spaces, or elements that are made available to the public. Public use may be provided at a building or facility that is privately or publicly owned.

PUBLIC WAY - Any street, alley, or other parcel of land open to the outside air leading to a public street, which has been deeded, dedicated, or otherwise permanently appropriated to the public for public use and that has a clear width and height of not less than 10 feet.

RAMP - A walking surface that has running slope steeper than 1:20 (5%).

REGULATED ROADWAY - A road segment that has an adopted level of service standard.

RIGHT-OF-WAY - A general term denoting land, property, or interest therein, usually in a strip, acquired for transportation purposes.

ROADWAY - The portion of a street or highway, including shoulders, for the intended use of vehicles.

RUNNING SLOPE - The slope that is parallel to the direction of travel.

5.0 DEFINITIONS & ACRONYM LIST

SPACE - A definable area, such as a room, toilet room, hall, assembly area, entrance, storage room, alcove, courtyard, or lobby.

TACTILE - An object that can be perceived using the sense of touch.

TECHNICALLY INFEASIBLE - With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements.

TRANSFER - A passenger's change from one transit vehicle to another transit vehicle to complete the patron's travel pattern.

TRANSIT AMENITIES - Added fixtures at transit stops and facilities to provide additional comfort and conveniences for patrons (i.e., benches, kiosks, waste receptacles, telephones, shelters, etc.) (also known as "transit infrastructure").

TRANSIT STATION - A designated area where passengers may embark or disembark from rail or bus public transportation equipment.

TRANSIT STOP - A designated area where passengers may embark or disembark from rail or bus public transportation equipment.

US DOJ - United States Department of Justice

US DOT - United States Department of Transportation

VEHICLE - Every device in, upon, or by which any person or property is or may be transported or drawn upon a travel way, excepting devices used exclusively upon stationary rails or tracks.

VEHICULAR WAY - A route provided for vehicular traffic, such as in a street, driveway, or parking facility.

WALK - An exterior prepared surface for pedestrian use, including pedestrian areas such as plazas and courts.

5.0 DEFINITIONS & ACRONYM LIST

WHEELCHAIR LIFT - A device mounted on a transit vehicle used to raise and lower a platform to transport a person in a wheelchair or other mobility aid from the ground surface, sidewalk, or landing area to the interior of a transit vehicle and vice versa.

WHEELCHAIR RAMP - A device mounted on a transit vehicle and deployed to the ground surface, sidewalk, or boarding and alighting area to allow a person in a wheelchair or other mobility aid to enter or exit the transit vehicle.

WHEELCHAIR SPACE - Space for a single wheelchair and its occupant.

6.0 REFERENCES

TECHNICAL RESOURCES AND REFERENCES OF INDUSTRY STANDARDS AND BEST PRACTICES

Our appreciation for those involved in previous work on bus stop guidelines, as these were used as base information to develop the Votran Technical Design Standards for Accessible Bus Stops. Most notable of these were:

- *TCRP Report 19, Guidelines for the Location and Design of Bus Stops (1996)*

Review of content from several other agency design and standards manuals and other technical sources were considered in the development of this manual and include:

- *U.S. Access Board technical publications and published regulations and guidelines*
- *TCRP/Transit Research Board technical publications*
- *Easter Seals Project ACTION publications*
- *U.S. Department of Transportation/Federal Transit Administration technical assistance publications*
- *U.S. Department of Justice technical source documentation*
- *Florida Department of Transportation resource publications*
- *American Public Transportation Association resources*

Appendix—DESIGN STANDARDS & SCENARIOS

A.1 PRIORITY CONSIDERATIONS FOR BENCH AND SHELTER PLACEMENT AT BUS STOPS

This section describes important considerations for bench and shelter placement at bus stops. ADA standards require all bus stops to have sufficient space for a boarding and alighting area that has a firm, stable, and slip-resistant surface to accommodate boarding and alighting at the stop. When a bench or shelter is provided at a bus stop, a boarding and alighting area concrete pad is required and must be located within the specified clear zone for the roadway environment being used according to FDOT Design Standards, Index Number 700. If bus stop amenities in addition to a bus stop sign are provided, the bus stop boarding and alighting area shall be connected to the amenities, streets, sidewalks, and/or existing pedestrian infrastructure by an accessible route.

1. **Bus access characteristics (critical)** – This category involves characteristics related to the use of a particular location by a transit entity for a bus stop. For a location to be viable for application of a bus stop, requirements must be met for vertical and side clearance of the bus, turning radius of the intersection, curb lane width, parking clear zone, and presence of driveways, among other criteria. Placement of a bench at a site that does not provide an accessible environment is not recommended and may present liability issues for the transit agency.
2. **Patron accessibility characteristics (critical)** – Once it is determined that a bus is capable of safely accessing a potential bus stop location, it next must be determined whether patrons can access the location conveniently and safely. To do this, patron access to/from and use of the site must be assessed. For a location to be viable from the point of view of the transit patron, requirements must be met for the presence, width, and relative connectivity of sidewalks where applicable, the presence of an ADA boarding and alighting area (minimum 5-foot by 8-foot) enabling clearance for wheelchair lift/ramp deployment, and the presence of accessible connecting pedestrian pathways and curb ramps, among other potential considerations.
3. **Site infrastructure characteristics (non-critical)** – If buses and patrons are both able to successfully access a potential bus stop location, then the location should be suitable for the placement of a bus stop. As noted previously, the purpose of evaluating the site infrastructure characteristics is to locate the best spot for the stop within the general area of the location. In considering placement of a bench or shelter, issues that should be identified and considered in establishing the best placement at a stop within a particular location include utilities, guide wires, signage, and other potential obstructions to visibility and access; the presence of driveways and other access points to adjacent development; and the presence of parallel parking.

Appendix—DESIGN STANDARDS & SCENARIOS

4. **Safety, comfort, & security characteristics (non-critical)** – The other category of characteristics that should be used to fine-tune the decision for bench or shelter placement at a potential stop at a particular location considers issues related to safety, comfort, and security of patrons and buses. Stop placement considerations in this category include appropriate visibility for both bus operators and patrons, the presence of lighting, the presence of shade, surrounding slopes (especially if a ditch is present), and the presence of a bridge, among others. These and other potential considerations related to safety, comfort, and security at stops are important considerations when reaching a decision to place a bench or shelter at a bus stop.

Appendix—DESIGN STANDARDS & SCENARIOS

A.2 GUIDELINES FOR BENCH PLACEMENT

The following are minimum guidelines for the placement of benches at bus stops. These guidelines are written in concert with established accessibility requirements found in ADAAG and the FAC.

Wheelchair Clearance

Minimum clear width for a single wheelchair passage shall be 36 inches continuously.

Note: Clearance for new locations or locations to be adjusted should provide for 48-inch clearance to be in conformance with FDOT design standards and the 2012 FAC.

Minimum clear length of 96 inches (measured perpendicular from the curb or vehicle roadway edge) and a minimum clear width of 60 inches measured parallel to the curb or roadway (8-foot deep by 5-foot wide total space) will be provided on new construction to the maximum extent allowed by legal or site constraints for deployment of a wheelchair lift/ramp from a bus.

Minimum 60-inch clearance between bench and fire hydrants.

Minimum 30-inches by 48-inches clear area at the front edge of the bench to provide space for a wheelchair to maneuver at the bench and allow the transfer from wheelchair to bench if desired. See Exhibit 5.2.1 for suggested bus stop design layouts. There are a myriad of design layout options, and the ones shown are typical for urban, suburban, or rural environments.

Clearance between Bench and Other Bus Stop Components (Trash Cans, Shelters, and Kiosks)

Avoid placement of bench next to walls or fences. If possible, maintain 36-inch clearance in front of and behind bench. If not possible, place bench within 4 inches of wall or other structure. However, this placement **must** maintain 36 inches in front of bench for accessible path clearance.

Benches placed adjacent to shelters should allow an accessible route not less than 36 inches minimum, 48 inches preferred.

Benches may be placed within a bus shelter. A space no less than 30-inches by 48-inches at one end of the bench must be provided fully within the shelter for wheelchair parking. Most bus stop shelters are designed to include benches placed to provide for a wheelchair turning space of at least 60 inches. The space required for a wheelchair to make a 180-degree turn is a clear space of 60 inches in diameter.

Appendix—DESIGN STANDARDS & SCENARIOS

Benches should avoid proximity to boarding and alighting area of 60 inches wide by 96 inches deep so as to not obstruct access.

Sight Visibility

Transit stop furniture over 2-½ feet high should be located to provide drivers in nearby drive-ways clear visibility of the street.

Firm Stable Surfaces

Place bench on firm, stable surface that allows for surface drainage.

Desirable Placement

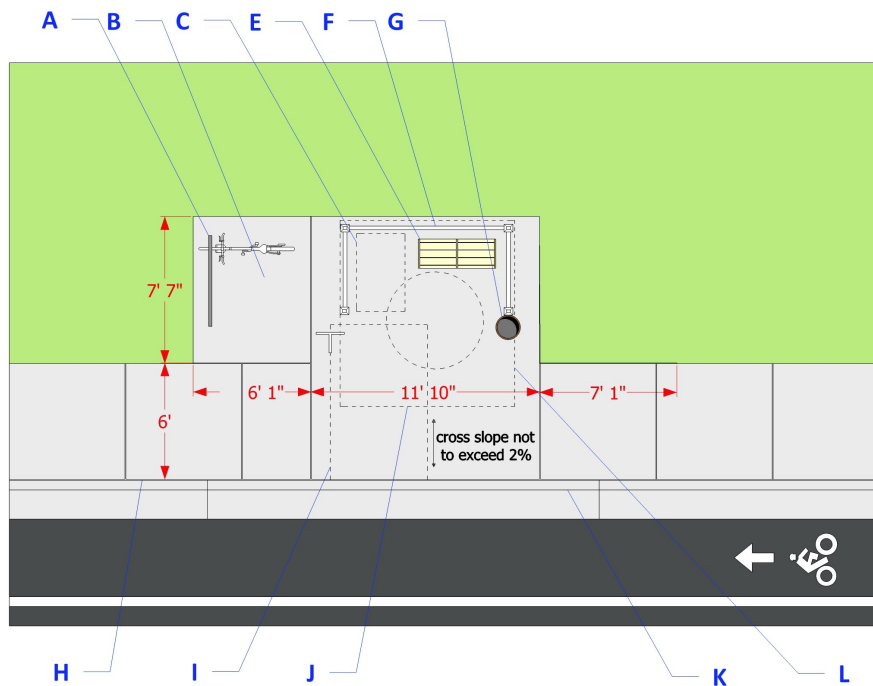
Wherever possible, benches should be anchored to concrete to prevent unauthorized movement.

Place bench in shaded area if possible.

Place bench outside of landscape watering areas.

Beginning on page 40, typical design scenarios are provided in Figures 5.2.2 through 5.2.6 that provide illustrations and descriptions of conditions for bench placement at bus stops. These scenarios are intended as guidance for the approach to siting a bus stop and the application of public seating found at typical sites throughout the Votran service area.

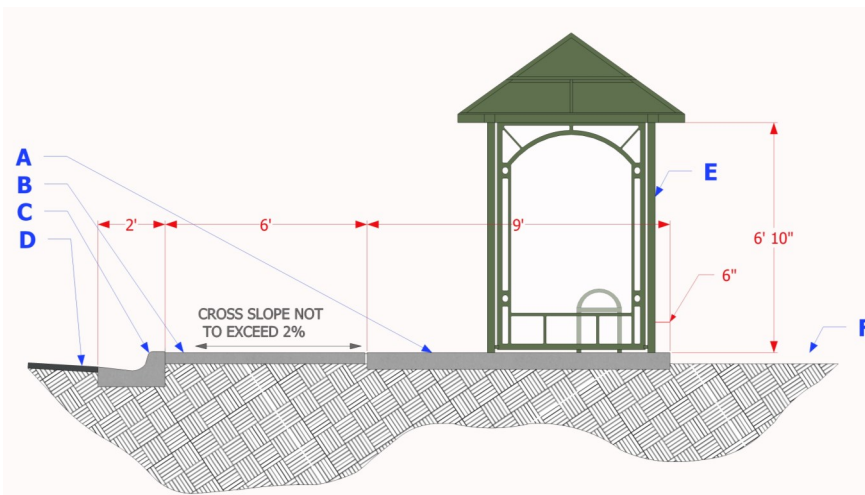
Appendix—DESIGN STANDARDS & SCENARIOS



Plan View: Bus Stop Site at Existing Sidewalk

Plan View

- A: optional bike rack
- B: optional concrete pad (~56 SF)
- C: 30"X48" minimum clear area for wheelchair resting area within shelter
- E: bench within shelter
- F: bus shelter
- G: hanging trash can
- H: existing roadway curb
- I: minimum 5'X8' bus stop boarding and alighting area
- J: ~9'X9'-7" concrete bus shelter pad
- K: cross slope not to exceed 2% perpendicular to roadway edge
- L: typical 60" diameter wheelchair turning space



Cross Section View: Bus Stop Site at Existing Sidewalk

Cross Section View

- A: new concrete bus shelter pad
- B: new sidewalk
- C: new roadway curb and gutter
- D: existing asphalt
- E: new bus shelter
- F: existing grass

Figure A.2.1 Accessible Bus Stop Site Layout Design

Appendix—DESIGN STANDARDS & SCENARIOS

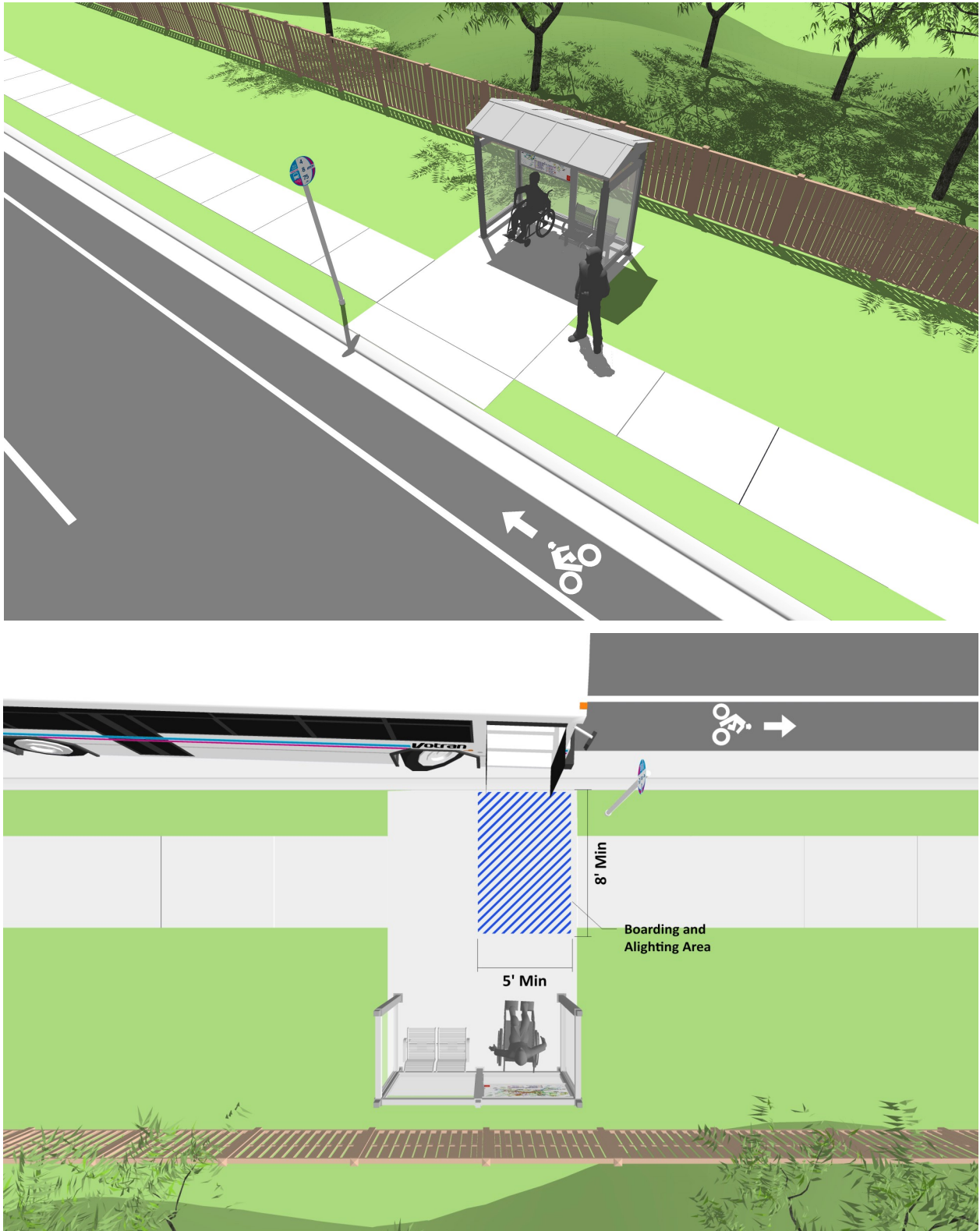


Figure A.2.1 Accessible Bus Stop Site Layout Design (continued)

Appendix—DESIGN STANDARDS & SCENARIOS

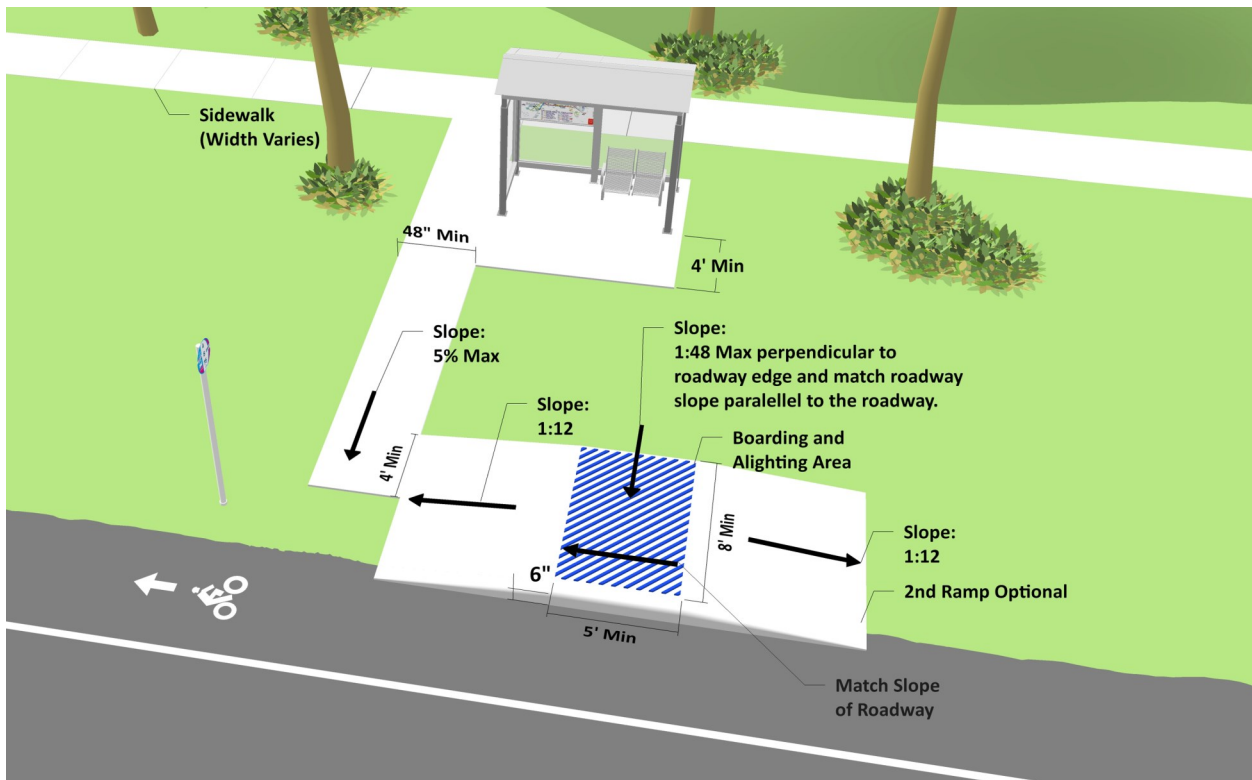
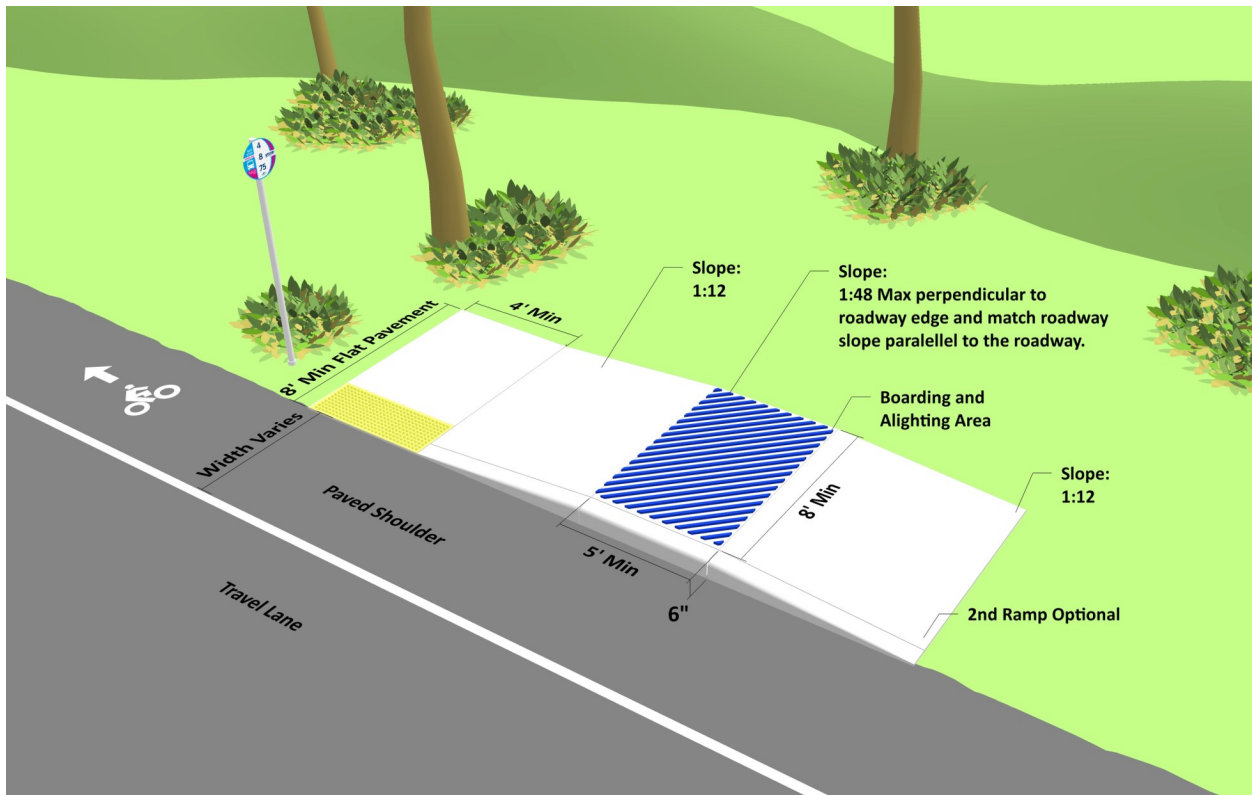
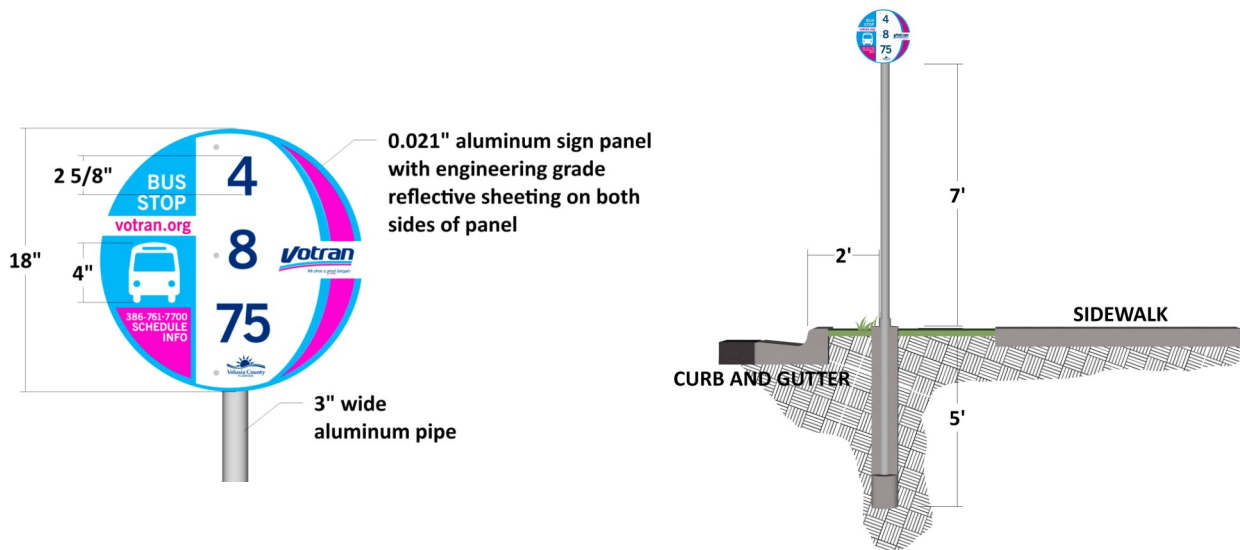


Figure A.2.1 Accessible Bus Stop Site Layout Design (continued)

Appendix—DESIGN STANDARDS & SCENARIOS



Rural Bus Stop

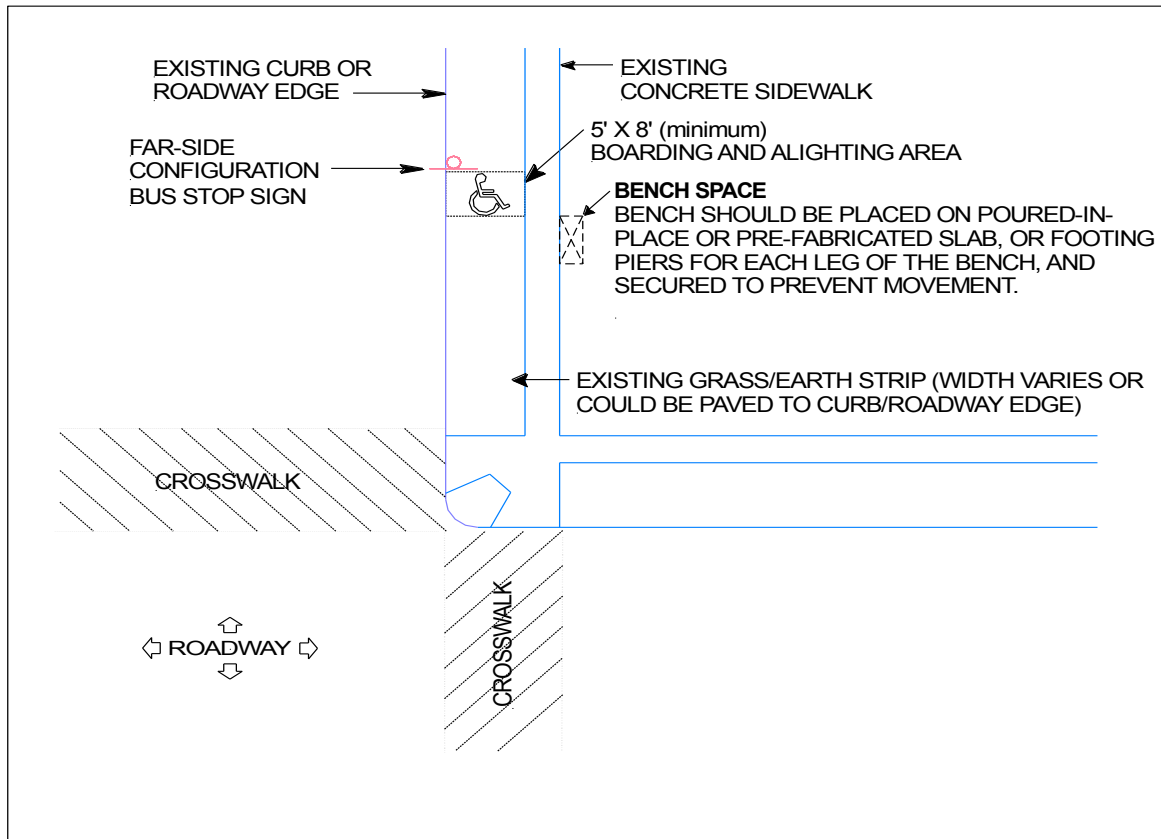


Bus Stop Sign Design & Placement

Figure A.2.1 Accessible Bus Stop Site Layout Design (continued)



Appendix—DESIGN STANDARDS & SCENARIOS



SCENARIO 1: GRASS/EARTH STRIP BETWEEN CURB/ROADWAY EDGE AND EXISTING WALKWAY

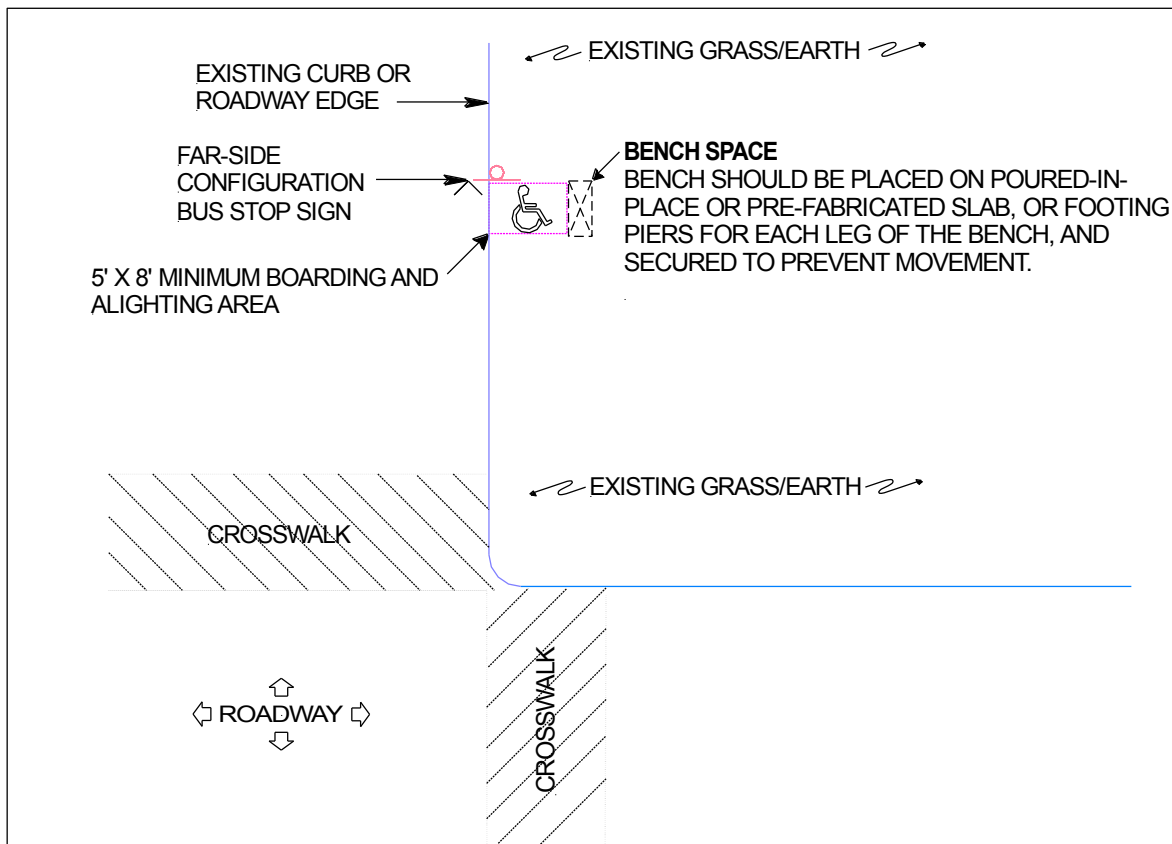
This scenario solution can be applied at urban, suburban, or rural environments.

The determination of a site for bench placement at a bus stop that affords the greatest accessibility practicable given the existing site conditions is essential. Placement of the bench must allow access by an individual using a wheelchair. A minimum 36" wide path to the bench and an area no less than 30" perpendicular and 48" parallel to the bench must be provided. The bench location must provide an unobstructed accessible path from the bus stop boarding and alighting area to the bench.

All new work, or alterations to existing sites, must be performed in compliance with ADAAG regulations by maintaining a cross slope less than 2% and running slope less than 5% except that the boarding and alighting area must coincide with slope of the roadway. Connection to existing curb/roadway edge and existing walkway must be consistent with ADAAG surface and walkway regulations by ensuring that the connection provides a smooth transition with a change in level not to exceed 1/4 inch. Walking surfaces of new work must be slip resistant - generally achieved by a broom finish to standard concrete surface.

Figure A.2.2 Bench Placement Scenario One

Appendix—DESIGN STANDARDS & SCENARIOS



SCENARIO 2: GRASS/EARTH ALONG CURB/ROADWAY EDGE - NO EXISTING WALKWAY AT STOP WITH CONCRETE BOARDING AND ALIGHTING AREA.

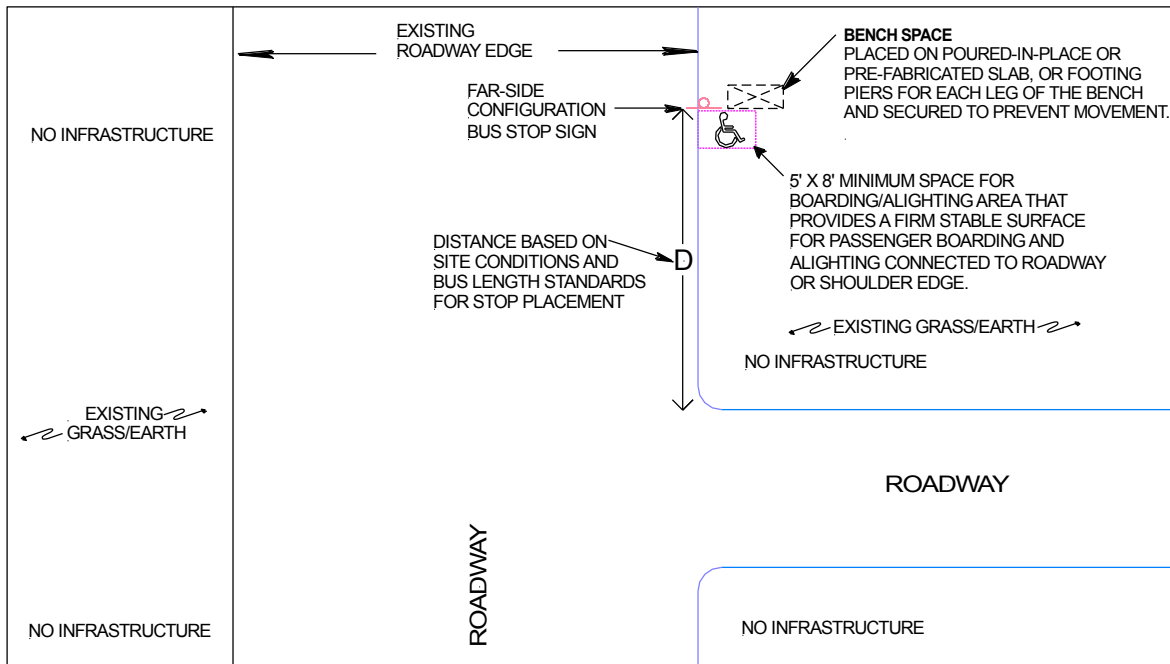
This scenario solution can be applied at urban, suburban, or rural environments.

The determination of a site for bench placement at a bus stop that affords the greatest accessibility practicable given the existing site conditions is essential. Placement of the bench must allow access by an individual using a wheelchair. A minimum 36" wide path to the bench and an area no less than 30" perpendicular and 48" parallel to the bench must be provided. The bench location must provide an unobstructed accessible path from the bus stop boarding and alighting area to the bench.

All new work, or alterations to existing sites, must be performed in compliance with ADAAG regulations by maintaining a cross slope less than 2% and running slope less than 5% except that the boarding and alighting area must coincide with slope of the roadway. Connection to existing curb/roadway edge and existing walkway must be consistent with ADAAG surface and walkway regulations by ensuring that the connection provides a smooth transition with a change in level not to exceed 1/4 inch. Walking surfaces of new work must be slip resistant generally achieved by a broom finish to standard concrete surface.

Figure A.2.3 Bench Placement Scenario Two

Appendix—DESIGN STANDARDS & SCENARIOS



SCENARIO 3: RURAL ENVIRONMENT WITH GRASS/EARTH ALONG CURB/ROADWAY EDGE - NO EXISTING WALKWAY OR INFRASTRUCTURE AT BUS STOP SITE OR OTHER RIGHT-OF-WAY ABUTMENTS.

Transit agencies are required by the ADA to select a site for the creation of a bus stop that affords the greatest accessibility practicable given the route and site conditions.

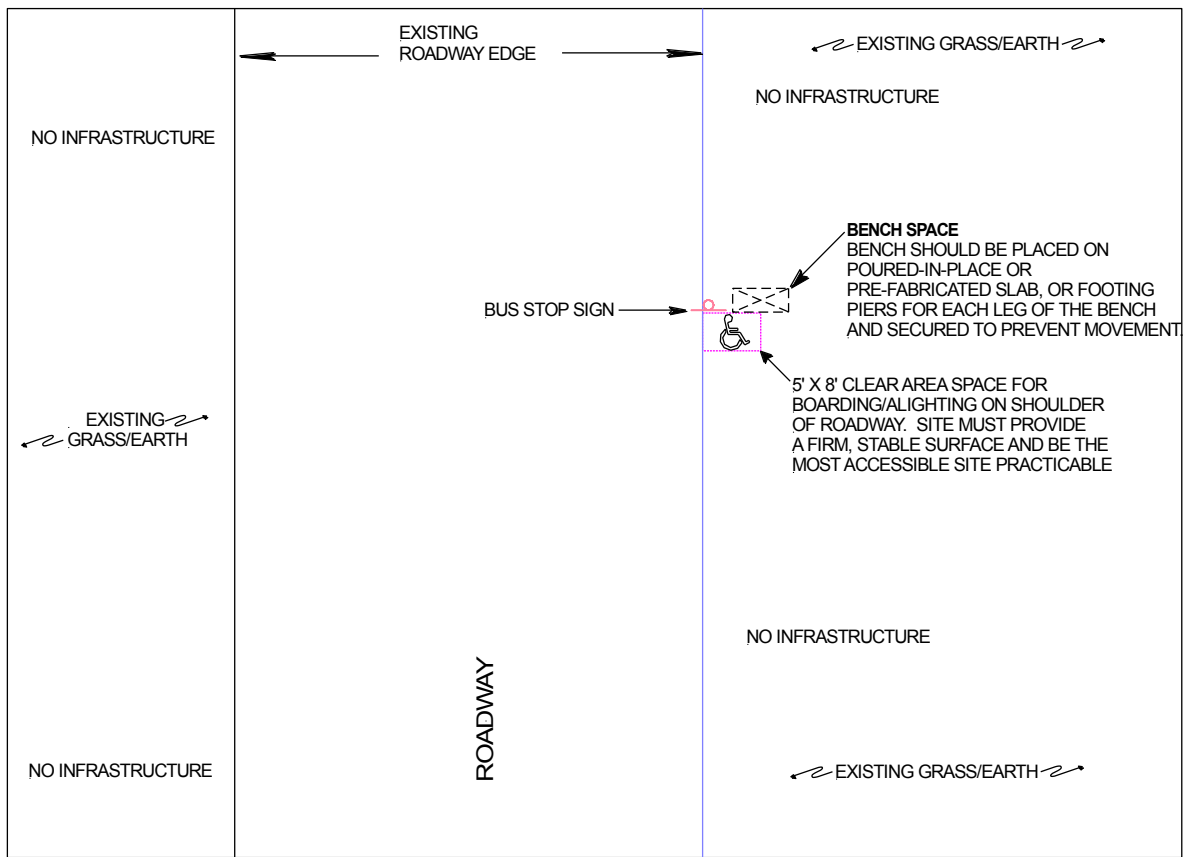
This scenario solution can be applied at suburban or rural environments where no infrastructure exists and no pedestrian pathways have been established formally or informally. However, it is presumed that the minimum 5'-by 8'-bus stop boarding and alighting area has been established by the transit agency with a paved material.

Without infrastructure support such as walkways, curb ramps, crosswalks, pedestrian or vehicle control devices, or other forms of pedestrian rights-of-way amenities (except for the paved boarding and alighting area), passengers are at risk whenever entering into the environment described in this scenario as it is assumed that the roadway shoulder provides the pathway to and from the bus stop. However, in certain instances, particularly in undeveloped rural areas, the establishment of public transit services may serve the best interest of the community. Given this condition, bus stop sites must be selected to provide the most accessible environment possible.

Placement of a bench at sites where undeveloped and non-accessible connections to the bus stop is not provided is not recommended. However, in good faith to provide seating at these stops, placement of benches must also be accomplished in the interest of providing the most accessible placement arrangement possible. Direct connection to the paved boarding and alighting area is required to afford access to the bench by individuals with disabilities.

Figure A.2.4 Bench Placement Scenario Three

Appendix—DESIGN STANDARDS & SCENARIOS



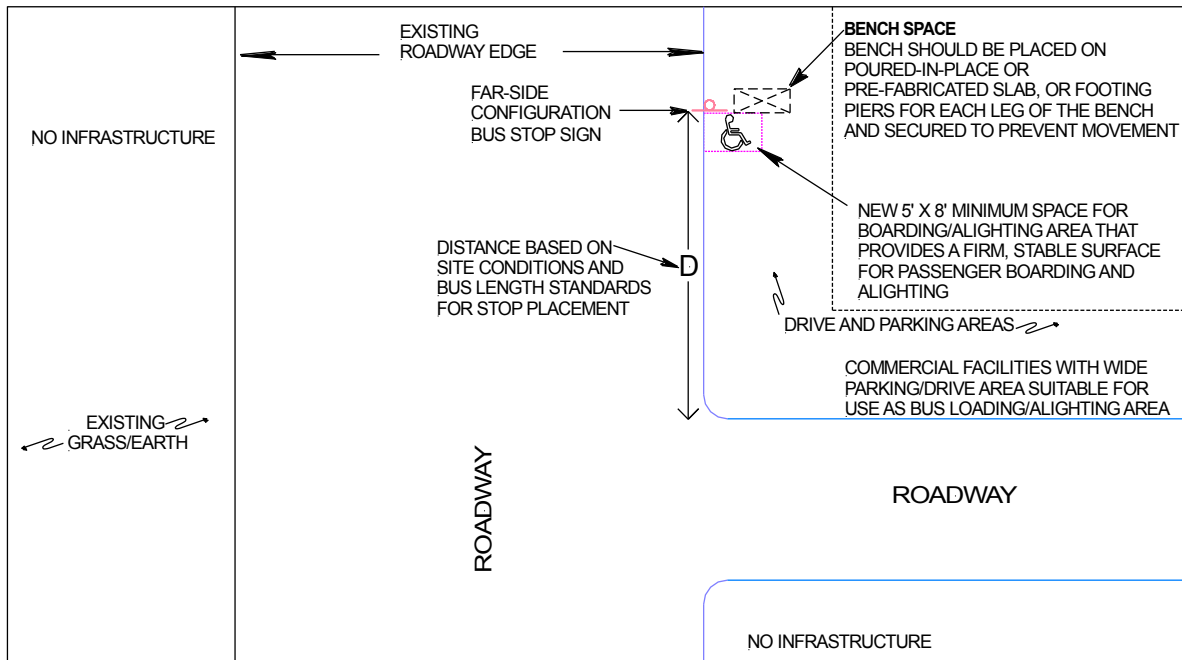
SCENARIO 4: RURAL ENVIRONMENT WITH GRASS/EARTH ALONG CURB/ROADWAY EDGE AND NO AREA AVAILABLE FOR BOARDING/ALIGHTING DUE TO RAVINE, SWALE, OVERGROWTH, OR OTHER OBSTRUCTIONS OR STRUCTURES PREVENTING SPACE FOR PASSENGERS TO MANEUVER OR BOARD BUS - NO EXISTING WALKWAY OR INFRASTRUCTURE AT STOP SITE OR OTHER RIGHT-OF-WAY ABUTMENTS.

Given this scenario, a more suitable location must be identified to establish a bus stop unless site conditions and traffic patterns allow the bus to stop in the roadway and board or alight passengers directly onto an existing shoulder meeting the boarding and alighting area requirements of the ADA. Otherwise, the site will have to be improved or another site chosen for the stop.

Without infrastructure support such as walkways, curb ramps, crosswalks, pedestrian or vehicle control devices, or other forms of pedestrian rights-of-way amenities (except for the paved boarding and alighting area), passengers are at risk whenever entering into the environment described in this scenario as it is assumed that the roadway shoulder provides the pathway to and from the bus stop. However, in certain instances, particularly in undeveloped rural areas, the establishment of public transit services may serve the best interest of the community. Given this condition, bus stop sites must be selected to provide the most accessible environment possible.

Figure A.2.5 Bench Placement Scenario Four

Appendix—DESIGN STANDARDS & SCENARIOS



SCENARIO 5: RURAL ENVIRONMENT WITH NO EXISTING WALKWAY OR INFRASTRUCTURE NEAR PROPOSED STOP SITE OR OTHER RIGHT-OF-WAY ABUTMENTS. PLACE-MENT OF STOP WITHIN EXISTING PAVED COMMERCIAL DRIVE/PARKING AREA.

This scenario solution can be applied at suburban or rural environments where no infrastruc-ture exists and no pedestrian pathways have been established formally or informally except at site abutting commercial space.

Without infrastructure support such as walkways, curb ramps, crosswalks, pedestrian or vehi-cle control devices, or other forms of pedestrian rights-of-way amenities (except for the paved boarding and alighting area), passengers are at risk whenever entering into the environment described in this scenario as it is assumed that the roadway shoulder provides the pathway to and from the bus stop. However, in certain instances, particularly in undeveloped rural areas, the establishment of public transit services may serve the best interest of the community. Given this condition, bus stop sites must be selected to provide the most accessible environment possible.

Placement of a bench at sites where undeveloped and non-accessible connections to the bus stop are not provided are not recommended. However, in good faith to provide seating at these stops, placement of benches must also be accomplished in the interest of providing the most accessible placement arrangement possible. Direct connection to the paved boarding and alighting area is required to afford access to the bench by individuals with disabilities.

Figure A.2.6 Bench Placement Scenario Five

SECTION 00420

MAP AND SPREADSHEET OF EXISTING BUS BENCHES

Note: This map may be accessed at the following hyperlink: <http://www.waverlybenchads.com/>.

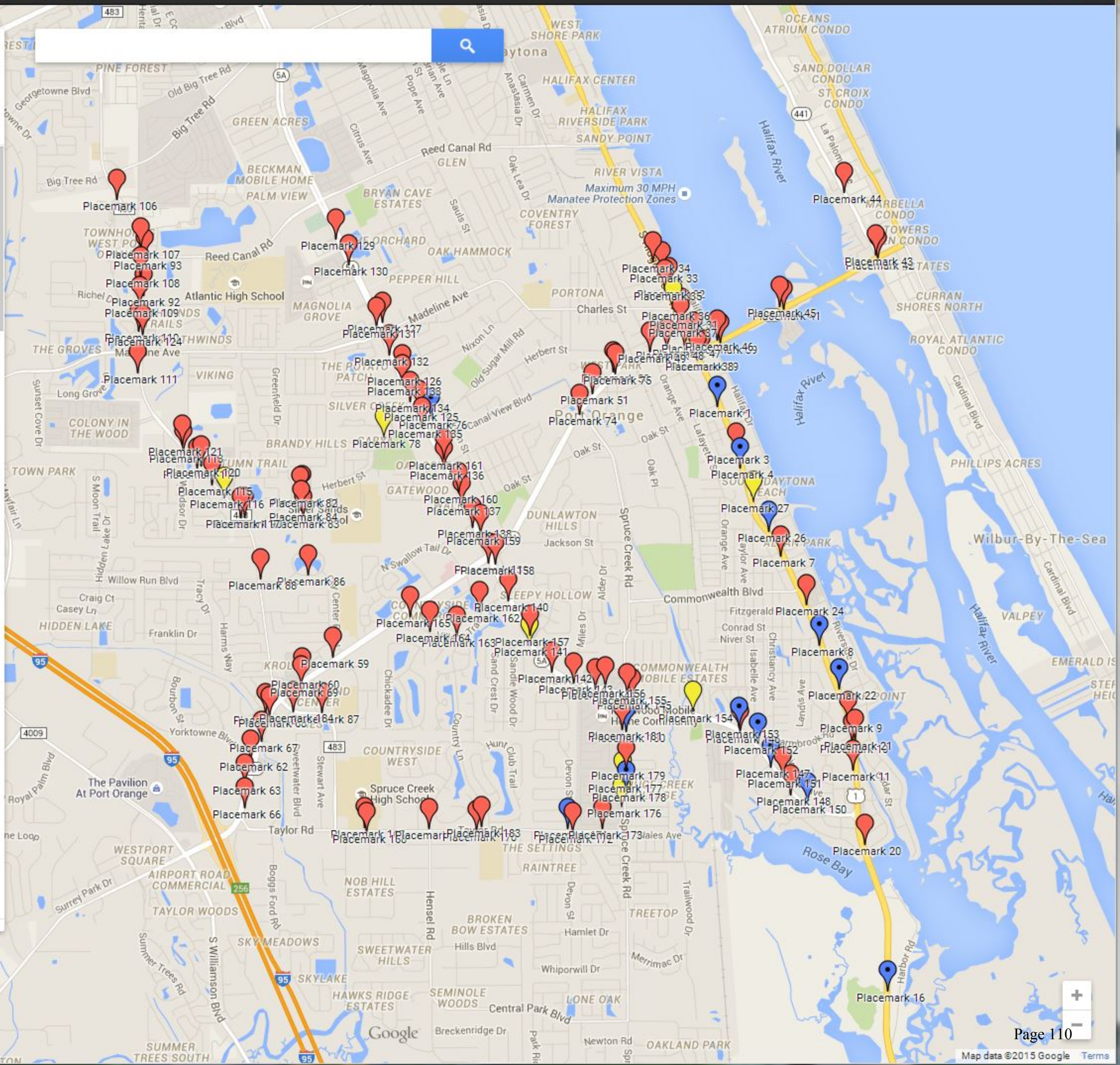
Port Orange Bus Benches



Made with Google My Maps

Untitled layer

- Placemark 1
- Placemark 3
- Placemark 4
- Placemark 7
- Placemark 8
- Placemark 9
- Placemark 10
- Placemark 11
- Placemark 16
- Placemark 20
- Placemark 21
- Placemark 22
- Placemark 24
- Placemark 26
- Placemark 27
- Placemark 29
- Placemark 30
- Placemark 31
- Placemark 32
- Placemark 33
- Placemark 34
- Placemark 35
- Placemark 36
- Placemark 37
- Placemark 38
- Placemark 39
- Placemark 41
- Placemark 42
- Placemark 43
- Placemark 44



	A	B
1	Port Orange Benches	
2	Waverly ID	Location Description
3		
4	Placemark 1	US 1 S of Oak St (WSR) - Fox
5	Placemark 3	US 1 S of White (WSR)- Do Shuttle
6	Placemark 4	US 1 N of Fleming (WSR) IFO Epiphany Manor -
7	Placemark 7	US 1 S of Howes (WSR) IFO Eagles Club- JB Fish
8	Placemark 8	US 1 S of Niver (WSR) IFO Dollar Gen-
9	Placemark 9	US 1 S of Farmbrook (WSR) IFO Car Wash- Jim's Fence
10	Placemark 10	US 1 S of Farmbrook (WSR) IFO Pond- RZ
11	Placemark 11	US 1 N of Bayshore (WSR) IFO Live Oak Mobile Village-shooters
12	Placemark 16	US 1 Across from Spruce Creek Park (ESR)
13	Placemark 20	US 1 N of Bayshore (ESR)- Buddy D.
14	Placemark 21	US 1 N of Seminole (ESR) IFO Stop & Go- Air Specialists
15	Placemark 22	US 1 near 5831 (ESR)- Fox
16	Placemark 24	US 1 S of Sandy Ln (ESR)- Dempsey
17	Placemark 26	US 1 S of Katherine (ESR)-
18	Placemark 27	US 1 S of Norman (ESR)- GC
19	Placemark 29	US 1 S of Dunlawton (ESR)- Rue Law
20	Placemark 30	US 1 N of Dunlawton (ESR)- White Wolf
21	Placemark 31	US 1 N of Herbert (ESR) IFO Dentist- ASOD
22	Placemark 32	US 1 S of Ocean Ave (ESR)- J Castillion
23	Placemark 33	US 1 IFO PO Chamber (ESR)- Sonic
24	Placemark 34	US 1 IFO American Freight (WSR)- J Castillion
25	Placemark 35	US 1 S of Ocean (WSR)- Rue Law
26	Placemark 36	US 1 S of Charles (WSR)- Chamber (GC)
27	Placemark 37	US 1 S of Herbert (WSR)- Jeffs Mid FL
28	Placemark 38	US 1 S of Dunlawton (WSR) IFO Hardees- Hardees
29	Placemark 39	Dunlawton E of Aunt Catfish (SSR)- J Winert
30	Placemark 41	Dunlawton Base of bridge Eastbound (SSR)- Boondocks
31	Placemark 42	Dunlaton @ Peninsula (SSR) - Oceans Luxury
32	Placemark 43	Dunlawton @ Peninsula (NSR)- Splash
33	Placemark 44	Peninsula IFO Pats RF Cafe- Pats Cafe

	A	B
34	Placemark 45	Dunlawton @ Park Ent on Bridge (NSR)- Battaglia
35	Placemark 46	Dunlawton base of bridge West bound (NSR)- Wagman
36	Placemark 47	Dunlawton W of US1 (NSR) IFO 7/11- HIG
37	Placemark 48	Dunlawton W of Lafayette (NSR)- Keiser
38	Placemark 49	Dunlawton W of Orange (NSR)- Pl. Fitness
39	Placemark 50	Dunlawton W of Ruth (NSR) IFO Regions Bank- Applebees
40	Placemark 51	Dunlawton W of Powers (NSR)-OKeir
41	Placemark 59	Dunlawton W of City Center (NSR)- Mr T
42	Placemark 60	Dunlawton IFO Home Depot (NSR)- Bowie/Davis
43	Placemark 61	Dunlawton IFO Dennys (NSR)- Executive Rlty
44	Placemark 62	Dunlawton W of Yorktowne (NSR)- Mr T
45	Placemark 63	Dunlawton IFO Chick FilA (NSR)- D Bell
46	Placemark 66	Dunlawton E of Taylor EXT (SSR) IFO New CVS- D Bell
47	Placemark 67	Dunlawton W of Jacobus (SSR)- Applebees
48	Placemark 68	Dunlawton W of Clyde Morris (SSR) IFO Wallgreens- Battaglia
49	Placemark 69	Dunlawton IFO WalMart (SSR)- Grossholz
50	Placemark 74	Dunlawton W of Spruce Creek (SSR)- Rue Law
51	Placemark 75	Dunlawton W of Ruth (SSR)- Shannon Fitzpatrick
52	Placemark 76	Herbert E of Nova (SSR)-
53	Placemark 78	Herbert across from Old Hammock (SSR)- Air Systems of Daytona
54	Placemark 81	City Center S of Herbert (ESR)- Planet Fitness
55	Placemark 82	City Center S of Herbert (WSR)- Advanced Air
56	Placemark 83	City Center IFO Ball Park (ESR)- Sonic
57	Placemark 84	City Center Across Ball Park IFO Thomson Pump (WSR)- Super wash- Air Systems
58	Placemark 86	City Center Across City Hall (SSR)- Cypress Head
59	Placemark 87	Clyde Morris N of Walmart (ESR)- Superwash
60	Placemark 88	Clyde Morris N of City Center (ESR)- Planet Fitness
61	Placemark 90	Clyde Morris N of Herbert (ESR)- Yoga Bala
62	Placemark 92	Clyde Morris N of Richel (ESR)- PL Fitness
63	Placemark 93	Clyde Morris S of Reed Canal (ESR)- Beach St Gym
64	Placemark 106	Clyde Morris S of Forrest Branch(NORTH) (WSR)- Keiser
65	Placemark 107	Clyde Morris S of Forest Branch (SOUTH) (WSR)- Perfect Turf
66	Placemark 108	Clyde Morris N of Sunrise Pointe Apts (WSR)- RZ

	A	B
67	Placemark 109	Clyde Morris S of Richel (WSR)-Shannon Fitzpatrick
68	Placemark 110	Clyde Morris N of Madeline IFO The Groves Apts (WSR)- Keiser
69	Placemark 111	Clyde Morris S of Madeline (WSR)- PL Fitness
70	Placemark 113	Clyde Morris S of Pickwick (WSR)- All Am Air
71	Placemark 114	Clyde Morris Across from Police Dept. (WSR)- Rue Law
72	Placemark 115	Clyde Morris Across Daytona RV Park (WSR)- Harper
73	Placemark 116	Clyde Morris S of Ravenwood Plaza (WSR)- City (GC)
74	Placemark 117	Clyde Morris N of Herbert (WSR)- S Brown- Card
75	Placemark 120	Clyde Morris IFO Police Dept. (ESR)- HIG
76	Placemark 121	Clyde Morris Across Pickwick (ESR)- Keiser
77	Placemark 124	Clyde Morris N of Madeline (ESR) IFO Subway- Planet Fitness
78	Placemark 125	Nova N of Herbert (ESR)- Holly Dodge
79	Placemark 126	Nova Across from Orange St (ESR)- beach street
80	Placemark 127	Nova N of Madeline (ESR) - planet fitness
81	Placemark 129	Nova IFO Lamplighter (WSR)- Planet Fitness
82	Placemark 130	Nova S of Walton Blvd (WSR)- advanced air
83	Placemark 131	Nova N of Madeline (WSR) IFO BP- Keiser
84	Placemark 132	Nova N of Tuscan Village Plaza (WSR)- RZ
85	Placemark 133	Nova S of Orange St IFO KAO Camp (WSR)- M Card
86	Placemark 134	Nova N of Gordon (WSR)- Rue Law
87	Placemark 135	Nova S of Herbert (WSR)- All Am Air
88	Placemark 136	Nova S of Samms (WSR)- RZ
89	Placemark 137	Nova IFO Auto Zone (WSR)- Lifetime
90	Placemark 138	Nova IFO Pizza Hut (WSR)- Superwash
91	Placemark 139	Nova S of Dunlawton (WSR) - Palmer
92	Placemark 140	Nova S of Village Trail (WSR)- Budget
93	Placemark 141	Nova S of Tree Garden (WSR)- HIG
94	Placemark 142	Nova S of Tree Garden Across from Bennett Chiro (WSR)- Palmer
95	Placemark 143	Nova N of Miles (WSR)- Zimmerman*
96	Placemark 144	Nova N of Palm (WSR)- Daves Fence
97	Placemark 145	Nova S of Spruce Creek IFO Circle K (WSR)- Jeffs Mid FL
98	Placemark 146	Nova N of Baywood (WSR) -buddy d
99	Placemark 147	Nova S of N Willow (WSR)-

	A	B
100	Placemark 148	Nova N of Acacia (WSR)- Daves Fence
101	Placemark 150	Nova S of Cactus (ESR)-
102	Placemark 151	Nova N of Plumosa (ESR) -buddy d
103	Placemark 152	Nova N of Farmbrook (ESR)-Fox
104	Placemark 153	Nova S of Regancy IFO Plaza (ESR)-
105	Placemark 154	Nova N of Wood (ESR)- Chamber (GC)
106	Placemark 155	Nova S of Spruce Creek- Pick of the Litter
107	Placemark 156	Nova IFO Winn Dixie (ESR)- advanced air
108	Placemark 157	Nova N of Sleepy Hollow (ESR)- white wolf dental
109	Placemark 158	Nova IFO Publix Plaza (ESR)- HIG
110	Placemark 159	Nova N of Dunlawton (ESR) IFO Ross- Planet Fitness
111	Placemark 160	Nova IFO Gateway Bank (ESR)-
112	Placemark 161	Nova N of Samms (ESR)- white wolf dental
113	Placemark 162	Village Trail Across Viliggio (NSR)- Keiser
114	Placemark 163	Village Trail IFO Country Side Club house (NSR)- super wash
115	Placemark 164	Village Trail Across Mockingbird (ESR)- Dave's Fence
116	Placemark 165	Village Trail IFO Circle K (SSR)- RZ
117	Placemark 167	Taylor Rd Ext E of Clyde Morris (NSR)- Adanced
118	Placemark 168	Taylor Rd Ext Across from HS S of Nob Hill (SSR)- Game Exchange
119	Placemark 169	Taylor Rd Ext W of Hansel (NSR)- Zimmerman
120	Placemark 170	Taylor Rd IFO La Petite (SSR)- Gagliardi
121	Placemark 171	Taylor Rd Ext W of Devon (NSR)-
122	Placemark 172	Taylor Rd Ext E of Devon (SSR)- Gagliardi
123	Placemark 173	Taylor Rd Ext W of Cambridge (NSR)- Keiser
124	Placemark 176	Spruce Creek Across Bayview Ln (WSR)- Fox (GC)
125	Placemark 177	Spruce Creek N of Sparton (WSR)- Fox (GC)
126	Placemark 178	Spruce Creek S of Laurie (ESR)-
127	Placemark 179	Spruce Creek S of Elda (ESR)- Keiser
128	Placemark 180	Spruce Creek Across from Parkway Mobile (ESR)-
129	Placemark 181	Spruce Creek N of Parkway Mobile (WSR)- Keiser
130	Placemark 183	Taylor IFO United Church (NSR)- Superwash - Air Systems
131	Placemark 184	Clyde Morris S of Dunlawton IFO SS Office (WSR)- Harper

SECTION 00430

TOWN CENTER CRA MAP

Note: An interactive map of all Votran stops may be accessed at the following hyperlink:
<http://realtimevotran.availtec.com/InfoPoint>.

TOWN CENTER CRA BOUNDARY





CITY OF PORT ORANGE

PURCHASING DIVISION
Joseph A. Gomez, Purchasing Coordinator
jgomez@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 1

July 10, 2015

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE Bus Bench Advertising RFP #15-25

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 12, 2015 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.

Audio version of pre-proposal conference is available online through DemandStar.

Section 00080, Additional Information, Timeline and Proposal Submission and Withdrawal is hereby amended as follows:

TIMELINE

The schedule for the RFP is as follows:

RFP release date	June 12, 2015
Pre-Proposal meeting (non-mandatory)	June 25, 2015 at 10:00 a.m.
RFP deadline for questions	July 2, 2015 at 5:00 p.m.
Proposal due date and time	July 20, 2015 at 2:30 p.m.

PROPOSAL SUBMISSION AND WITHDRAWAL

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

Proposers are required to submit one (1) original, five (5) copies, and (1) CD or flash drive version of all documents, sealed and marked on the outside of the package, **"RFP #15-25 Bus Bench Advertising"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn:

Joseph A. Gomez, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on ~~July 14, 2015~~ July 20, 2015**.

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), ~~July 14, 2015~~ July 20, 2015** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Section 00090, Scope of Services and Requirements, I. Introduction is hereby amended as follows:

It is the intent of this Request for Proposal and any subsequent amendments thereto to provide for the means by which the City can attain the most aesthetically pleasing and functional bus bench and related construction and advertising services for the City, its public transportation users and the public.

The City of Port Orange, Florida is soliciting proposals from qualified professional firms to provide for benches design, installation, removal, maintenance and advertising at specified locations throughout the City. The total number of benches shall be determined by the City and will be located exclusively at designated and signed bus/transit stop locations unless otherwise approved by the City Manager. The total number of benches and their locations shall be determined by the City. Currently, there are ~~214~~ 174 Votran bus stops located within the City and 128 existing bus benches.

Section 00090, Scope of Services and Requirements, X. Evaluation Procedure, is hereby appended with the following information:

EVALUATION PROCEDURE:

The Selection Committee is comprised of City staff and may include City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Selection Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.

3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy

Section 00095, Schedule of Unit Prices is hereby amended and becomes part of this solicitation. See attached.

Section 00210, Total Guarantee shall be provided via Addendum #2.

Section 00200, Contract Documents shall be provided via Addendum #2.

Section 00210, Performance Bond shall be provided via Addendum #2.

Questions and Answers shall be provided via Addendum #2.

SECTION 00095
SCHEDULE OF UNIT PRICES

*Pricing for each item shall include all costs associated with each bench at each location.
Proposers must bid on all benches listed.

Item No.	Inbound/ Outbound	Stop No.	Description	Quarterly Unit Fees
1	I	263	1 & NOVA 4 IB	\$ _____
2	O	866	1621 DUNLAWTON OB	\$ _____
3	I	864	1635 DUNLAWTON EB	\$ _____
4	O	864	1635 DUNLAWTON EB	\$ _____
5	O	910	1755 DUNLAWTON OB	\$ _____
6	I	371	2ND ST. & 1 IB	\$ _____
7	I	629	3519 S. NOVA IB	\$ _____
8	O	632	3520 S. NOVA OB	\$ _____
9	I	610	3657 S. NOVA IB	\$ _____
10	O	553	3758 S. NOVA OB	\$ _____
11	I	2395	3855 CLYDE MORRIS IB	\$ _____
12	O	2367	4576 CLYDE MORRIS OB	\$ _____
13	I	2365	4578 CLYDE MORRIS IB	\$ _____
14	I	819	4948 CLYDE MORRIS IB	\$ _____
15	I	372	4TH AV & US1 IB	\$ _____
16	I	277	5561 S. RIDGEWOOD IB	\$ _____
17	I	271	5623 RIDGEWOOD IB	\$ _____
18	O	273	5631 S. RIDGEWOOD OB	\$ _____
19	O	267	5683 S. US1	\$ _____
20	I	267	5683 S. US1	\$ _____
21	I	455	5TH ST. & HERBERT IB	\$ _____
22	O	446	783 DUNLAWTON AVE. OB	\$ _____
23	O	460	869 DUNLAWTON AVE. OB	\$ _____
24	I	2955	CITY CENTER DR HERBERT	\$ _____

SECTION 00095
SCHEDULE OF UNIT PRICES

25	I	2856 / 2725	CLYDE MORRIS & DUNLAWTON	\$
26	O	2725 / 2344	CLYDE MORRIS & DUNLAWTON	\$
27	O	1112	CLYDE MORRIS & FORREST BRANCH S OB	\$
28	I	900	CLYDE MORRIS & HERBERT IB	\$
29	I	1106	CLYDE MORRIS & MADELINE	\$
30	O	1117	CLYDE MORRIS & MADELINE OB	\$
31	I	1119	CLYDE MORRIS & OLD KINGS ROAD IB	\$
32	I	949	CLYDE MORRIS & RAVENWOOD IB	\$
33	O	953	CLYDE MORRIS & RAVENWOOD OB	\$
34	I	2393	CLYDE MORRIS & REED CANAL IB	\$
35	O	1110	CLYDE MORRIS & REED CANAL OB	\$
36	I	1038	CLYDE MORRIS & REGENCY IB	\$
37	O	1042	CLYDE MORRIS & REGENCY OB	\$
38	I	2394	CLYDE MORRIS & RICHEL IB	\$
39	O	1113	CLYDE MORRIS & RICHEL OB	\$
40	O	1114	CLYDE MORRIS & SOUTHWINDS OB	\$
41	O	2722	CLYDE MORRIS & TAYLOR OB	\$
42	I	2721	CLYDE MORRIS & VICTORIA GARDENS IB	\$
43	O	728	CLYDE MORRIS & VICTORIA GARDENS OB	\$
44	O	1011	CLYDE MORRIS & WOODLAKE DR. OB	\$
45	I	2374	CLYDE MORRIS & WOODLAKE IB	\$
46	I	618 / 2950	DUNLAWTON VILLAGE TRAIL	\$
47	O	618 / 2951 / 616	DUNLAWTON VILLAGE TRAIL	\$
48	O	335	DUNLAWTON & HALIFAX OB	\$
49	I	302	DUNLAWTON & HARBOUR POINT IB	\$
50	O	310	DUNLAWTON & HARBOUR POINT OB	\$
51	I	508	DUNLAWTON & JACKSON IB	\$

SECTION 00095
SCHEDULE OF UNIT PRICES

52	O	504	DUNLAWTON & JACKSON OB	\$
53	I	878	DUNLAWTON & JACOBUS EB	\$
54	I	2287	DUNLAWTON & LAFAYETTE ST. IB	\$
55	I	414	DUNLAWTON & LOCUST IB	\$
56	I	468	DUNLAWTON & OAK IB	\$
57	O	480	DUNLAWTON & OAK ST. OB	\$
58	O	382 / 2947	DUNLAWTON & ORANGE	\$
59	I	2947	DUNLAWTON & ORANGE AV	\$
60	O	429	DUNLAWTON & POWERS OB	\$
61	O	409	DUNLAWTON & RUTH OB	\$
62	I	444	DUNLAWTON & SPRUCE CREEK IB	\$
63	O	2307	DUNLAWTON & SWALLOW TAIL OB	\$
64	O	2729	DUNLAWTON & TAYLOR	\$
65	I	356	DUNLAWTON & U.S.1 17 IB	\$
66	O	2325 / 706	DUNLAWTON & VICTORIA GARDENS	\$
67	I	706	DUNLAWTON & VICTORIA GARDENS IB	\$
68	O	2727 / 898	DUNLAWTON & YORKETOWN	\$
69	I	404	HERBERT & BURKLINE IB	\$
70	O	2339	HERBERT & CITY CENTER DR IB	\$
71	I	2299	HERBERT & JUDGES LN. IB	\$
72	I	2283	HERBERT & LOUISVILLE ST IB	\$
73	I	360	HERBERT & ORANGE AVE IB	\$
74	O	2767	HOME DEPOT DUNLAWTON	\$
75	I	301 / 345	NOVA & ACACIA DR.	\$
76	O	321	NOVA & BAYWOOD CIRCLE OB	\$
77	O	293	NOVA & CACTUS OB	\$
78	O	2853 / 2948 / 2854 / 2852	NOVA & DUNLAWTON	\$

SECTION 00095
SCHEDULE OF UNIT PRICES

79	I	2948	NOVA & DUNLAWTON EB	\$
80	I	542	NOVA & EAGLE LAKE IB	\$
81	O	543	NOVA & EAGLE LAKE OB	\$
82	O	669	NOVA & FALL OB	\$
83	I	314	NOVA & FARMBROOK RD. IB	\$
84	O	620	NOVA & GORDON OB	\$
85	I	588	NOVA & HERBERT IB	\$
86	O	2675	NOVA & ISABELLE OB	\$
87	O	339	NOVA & KNOX OB	\$
88	I	2719	NOVA & MADELINE IB	\$
89	O	2720	NOVA & MADELINE OB	\$
90	I	435 / 433	NOVA & MILES DR.	\$
91	O	439 / 434	NOVA & MILES DR.	\$
92	I	560 / 557	NOVA & NORTH OF EAGLE LAKE	\$
93	I	464	NOVA & OAK TRAIL IB	\$
94	O	476 / 463	NOVA & OAK TRAIL OB	\$
95	I	418 / 421	NOVA & PALM BLVD.	\$
96	O	419	NOVA & PALM SB	\$
97	I	326	NOVA & PATHFINDER BLVD. IB	\$
98	O	308	NOVA & POINCIANA OB	\$
99	I	311	NOVA & S. WILLOW AV. IB	\$
100	I	579	NOVA & SAMMS IB	\$
101	O	576	NOVA & SAMMS OB	\$
102	I	490	NOVA & SLEEPY HOLLOW NB	\$
103	O	489	NOVA & SLEEPY HOLLOW OB	\$
104	I	406 / 390	NOVA & SPRUCE CREEK	\$
105	O	2289 / 390	NOVA & SPRUCE CREEK	\$

SECTION 00095
SCHEDULE OF UNIT PRICES

106	O	491 / 486	NOVA & TREE GARDEN	\$
107	I	486	NOVA & TREE GARDEN SB	\$
108	O	509	NOVA & VILLAGE TRAIL NB	\$
109	I	509	NOVA & VILLAGE TRAIL NB	\$
110	I	457	NOVA & WILLOW TRAIL NB	\$
111	O	458	NOVA & WILLOW TRAIL OB	\$
112	I	346	NOVA & WOOD IB	\$
113	O	354	NOVA & WOOD ST. OB	\$
114	O	275	NOVA RD. & AZALEA ST. OB	\$
115	O	2674	NOVA RD. & FARMBROOK OB	\$
116	I	2827	PAVILLION MALL	\$
117	O	2827	PAVILLION MALL	\$
118	I / O	776 / 772	PORT ORANGE CITY CENTER	\$
119	O	400	SPRUCE CREEK & BAYVIEW LN. OB	\$
120	I	395	SPRUCE CREEK & ELDA IB	\$
121	I	394	SPRUCE CREEK & GREENBRIAR IB	\$
122	I	396	SPRUCE CREEK & LAURIE IB	\$
123	O	2290 / 402	SPRUCE CREEK & TROPIC DR	\$
124	I	397	SPRUCE CREEK & TROPIC DR IB	\$
125	O	401	SPRUCE CREEK & VAGABOND OB	\$
126	I	693	SPRUCE CREEK HIGH SCHOOL IB	\$
127	O	703	SPRUCE CREEK HIGH SCHOOL OB	\$
128	I	2855 / 2307	SWALLOW TAIL & VILLAGE TRAIL	\$
129	O	2855	SWALLOW TAIL & VILLAGE TRAIL	\$
130	O	2723	TAYLOR & ANTIGUA OB	\$
131	O	2726	TAYLOR & BOGGS FORD OB	\$
132	I	415	TAYLOR & CAMBRIDGE IB	\$

SECTION 00095
SCHEDULE OF UNIT PRICES

133	I	531	TAYLOR & COUNTRY LANE IB	\$
134	I	442	TAYLOR & DEVON IB	\$
135	O	2728	TAYLOR & PETTERSON LN OB	\$
136	O	2724	TAYLOR & SWEETWATER OB	\$
137	I	2927	TAYLOR RD. & WILLIAMSON BLVD	\$
138	O	539	TAYLOR RD. & COUNTRY LN. OB	\$
139	O	453 / 424	TAYLOR RD. & GREENWAY DR.	\$
140	O	599	TAYLOR RD. & HENSEL RD. OB	\$
141	I	330	US 1 & OAK CT. IB	\$
142	I	325 / 324	US1 & WHITE PL	\$
143	I	265	US1 & BAYSHORE IB	\$
144	O	2284	US1 & CHARLES OB	\$
145	O	347	US1 & CHURCH	\$
146	I	347	US1 & CHURCH	\$
147	I	297 / 295	US1 & COMMONWEALTH	\$
148	O	295	US1 & COMMONWEALTH	\$
149	I	2281 / 359 / 356 / 358	US1 & DUNLAWTON	\$
150	O	358 / 359	US1 & DUNLAWTON	\$
151	I	358	US1 & DUNLAWTON SB	\$
152	O	268 / 260	US1 & E. BAYSHORE	\$
153	I	268	US1 & E. BAYSHORE	\$
154	I	272	US1 & FARMBROOK RD.	\$
155	O	328	US1 & FOX PL	\$
156	I	329 / 328	US1 & FOX PLACE	\$
157	I	2282 / 364	US1 & HERBERT	\$
158	O	313	US1 & KATHERINE	\$
159	I	312 / 313	US1 & KATHERINE ST.	\$

SECTION 00095
SCHEDULE OF UNIT PRICES

160	I	303 / 305	US1 & KIRBY PL	\$
161	O	305	US1 & KIRBY PLACE	\$
162	I	286 / 285	US1 & NIVER	\$
163	O	285	US1 & NIVER	\$
164	O	317	US1 & NORMAN OB	\$
165	I	315	US1 & NORMAN ST. IB	\$
166	O	2274	US1 & NOVA OB	\$
167	O	332	US1 & OAK ST.	\$
168	I	332	US1 & OAK ST.	\$
169	O	370	US1 & OCEAN AVE. OB	\$
170	I	261	US1 & W. BAYSHORE IB	\$
171	O	324	US1 & WHITE	\$
172	I	2949	VILLAGE TRAIL COUNTRY LANE	\$
173	O	2949	VILLAGE TRAIL COUNTRY LANE	\$
174	I	802	WALMART PORT ORANGE	\$

Quarterly Total: \$

Yearly Total: \$



CITY OF PORT ORANGE

PURCHASING DIVISION

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PORT ORANGE, FLORIDA 32129

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ADDENDUM NO. 2

July 15, 2015

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE

Bus Bench Advertising

RFP #15-25

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 12, 2015 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.

Audio version of pre-proposal conference is available online through DemandStar.

Section 00050, Proposer's Submittal Checklist is hereby amended and becomes part of this solicitation. See attached.

Section 00080, Additional Information, Proposal Submission and Withdrawal, Complete submittals shall include, is hereby amended as follows:

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: (1 original, 5 copies and 1 CD or flash drive version)

1. Brief History (Section 00090)
2. Table of Contents (Section 00090)
3. Proposer Acknowledgement Form (Section 00030)
4. Project Manager & Staff (Section 00090)
5. Office Location (Section 00090)
6. References (Section 00090)
7. Display Samples (Section 00090)
8. Public Entity Crime Statement (Section 00170)
9. Anti-Collusion Statement (Section 00180)

Growing in Beauty and Opportunity

10. Drug Free Statement, if applicable (Section 00190)
11. Copy of Certificate of Insurance (Section 00080)
12. Judgements, Litigation, and Previous Government Contracts(Section 00090)
13. Schedule of Unit Prices (Section 00095), Addendum #1
14. ~~Total Guarantee (Section 00210)~~ Total Base Bid (Section 00120), Addendum #2
15. An executed Local Business Affidavit of Eligibility (Section 00125 – optional)

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

Section 00090, Scope of Services and Requirements, II. Requirements & Qualifications, 14. Total Guarantee is hereby amended as follows:

14. ~~Total Guarantee (Section 00210)~~
~~A specified minimum quarterly guarantee for each year of the bench-advertising contract to be not less than \$10,000.~~
14. Total Base Bid (Section 00120)
The Total Base bid shall be the sum of all designated benches listed in Section 00095 Schedule of Unit Prices. The contractor shall pay a quarterly fee that shall be the price sum of the actual number of designated benches; however, the quarterly payment shall be no less than the minimum guarantee of Ten Thousand and 00/100 (\$10,000.00) per quarter.

Section 00090, Scope of Services and Requirements, III. Scope of Bench Advertising Contract, 1. Bench Requirements, Letter I is hereby amended as follows.

- I. No bench shall be installed or remain in place without providing for a level concrete pad, an accessible pathway providing access from the bench to the boarding and alighting area, and access to adjoining sidewalk, if applicable, in accordance with the Accessibility Guidelines. Within 60 days of the execution of the awarded contract, the Contractor shall provide a certification issued by an engineer selected by the City which certifies that the existing benches in place, if any, are in compliance with the Accessibility Guidelines. Contractor shall immediately remove any and all benches that do not comport with the design, location and construction standards and regulations set forth herein, within 30 days from inspection. Prior to construction or installation of any improvements, contractor shall supply to City a sealed detail for the proposed construction and installation that fully complies with the Accessibility Guidelines. Contractor shall be responsible for the costs associated with the review and approval by the City or its agent. Upon approval by the City, the improvements may be installed and secured to the bench pad. Within ten (10) days of installation, contractor shall supply to City a certification conducted by an engineer of the City's choosing certifying that the improvements, as installed, comply with the Accessibility Guidelines. Any damages to City, County, or State owned sidewalks or other improvements caused by the installation of the bus bench, bench pad, or requisite access-ways shall be the responsibility of the contractor and shall be repaired immediately by the contractor.

Section 00090, Scope of Services and Requirements, III. Scope of Bench Advertising
Contract, 4. Advertising Content, Letter D is hereby amended as follows.

- D. ~~Advertisements must be for businesses, services or events located within the limits of the 32127, 32128 and/or 32129 zip code areas as defined by the United States Postal Service. The contractor shall have the right to advertise national, regional, and local companies.~~

Section 00090, Scope of Services and Requirements, III. Scope of Bench Advertising
Contract, 8. Number of Benches, is hereby amended as follows.

8. Number of Benches: The number of benches shall be ~~determined~~ approved by the City Manager. ~~The Contractor is required to provide benches at all designated locations.~~ The City Manager has the exclusive right to amend the designated number of benches. Upon written notice from the City Manager requesting a new bus bench location, the Contractor shall have sixty (60) days to install the bus bench, bench pad, and access-ways in accordance with the guidelines, standards and requirements set forth herein.

9. Location of Benches

- A. All benches shall be located in the public right of way on roadways that are used as bus routes by the local public transit authority, and at locations where a bus would stop to pick up passengers, as determined by the City.
- B. Any bench may be relocated by the Contractor in conformance with the requirements of the contract, provided that prior to relocating the bench the Contractor provides to the City a revised bench location map to be approved by the City. The Contractor shall remove the concrete pad from the prior location and completely restore the site for compatibility with the adjacent property. The contractor shall be responsible for all costs associated with the relocation and storage of bus benches.
- C. Each bench shall be located so that the advertising surface is parallel or no more than fifteen degrees (15°) off of the parallel to the adjacent road.
- D. Each bench and bench pad shall be located and situated to comply with the Accessibility Guidelines.
- E. The Contractor shall supply a list of all designated locations where bus stop benches are to be furnished to the City's Contract Administrator to validate compliance with the compensation structure. The Contractor is required to provide benches at all designated locations. The list should be resubmitted upon removal, relocation, or proposed installation of new benches.

- F. Bus stop locations will be subject to discriminatory judgement by Votran as outlined in Section 00400 Votran Technical Design Standards for Accessible Bus Stops.
- G. Benches located within the City's Community Redevelopment Area (CRA), Town Center, are not guaranteed. The City reserves the right to discontinue the bench advertising program in this area. It is the CRA's intent to develop increased design standards in the CRA District and provide for decorative seating arrangements for the public consistent with the new requirements.

Section 00090, Scope of Services and Requirements, III. Scope of Bench Advertising Contract, 7. Removal of Benches, is hereby amended as follows:

- A. Removal of Benches: Upon the termination, revocation or expiration of this Agreement, or a written request to remove from the City Manager, if the Contractor fails promptly to remove a bench and pad and restore the site to be compatible with the adjacent property, the city may do so ten (10) days after written notice given by mail directed to the address of the Contractor on file, and if the Contractor fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench shall be forfeited, but such forfeiture shall not excuse the Contractor from the payment of the cost of removal and storage of the bench, removal of the pad and storage if applicable, and restoration of the site.

Section 00090, Scope of Services and Requirements, V. Specific Conditions – Compensation Structure, is hereby amended as follows.

- A. Contractor shall make quarterly payments to City of Port Orange no later than the 10th working day from April 1, July 1, October 1, and January 1. Payment shall be for all amounts due to the City for the preceding quarter and shall be based on the compensation structure set forth in the solicitation and the actual number of designated bus benches. The quarterly fee shall be the price sum of the actual number of designated benches; however, the quarterly payment shall be no less than the minimum guarantee of Ten Thousand and 00/100 (\$10,000.00) per quarter.
- B. All payments, regardless of the nature, shall be submitted in a timely manner. Late payments shall be subject to a 5% penalty and 1-1/2% interest per month. Arrears of ninety (90) days shall be grounds for termination of contract and removal of and advertising materials from facilities by City.
- C. For any breach of the requirements of the bench advertising contract or failure to satisfy the conditions of the contract, the City may impose an assessment in the amount of fifty dollars (\$50) per day per display.
- D. The City of Port Orange reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more bid respondents, and

to accept that proposal or modified proposal which, in its judgment, will be most advantageous to the City, price and other evaluation criteria considered.

- E. The City of Port Orange reserves the right to waive any defects, or minor informalities or irregularities in any proposal, which do not materially affect the proposal or prejudice other bid respondents.
- F. The City of Port Orange reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.
- G. Grace Period: The Contractor shall receive a ninety (90) day grace period upon commencement of this Agreement during such time the quarterly compensation payment shall not be imposed by the City. This Grace Period is intended to provide the Contractor adequate time for inspection and certification of existing and/or proposed bus bench locations and improvements, as required herein.
- H. Pro-Rating: Benches removed at the direction of the City Manager during any quarterly period and benches installed for only a partial quarterly period shall be pro-rated using the following formula:

$$\text{Unit Price} \times \frac{\text{Number of Days in Quarter Bench Existed}}{\text{Total Number of Days in the Quarter}} = \text{Quarterly Unit Fee}$$

- I. Annual Compensation Adjustment: The compensation structure shall be adjusted each succeeding year effective on the Agreement anniversary date based on the Bureau of Labor Statistics Consumer Price Index ("CPI") from the previous year. The City shall review the CPI each year prior to the Agreement anniversary date and shall notify Contractor of any price adjustment prior to becoming effective. The adjustment shall be calculated by comparing the base index in effect as of the effective date of this Agreement, to each subsequent annual period. The final calculation shall be rounded to the nearest tenth of a percentage point. However, under no circumstance, shall the annual compensation be reduced below the base compensation set forth in the schedule of unit prices based on the actual number of designated benches, or the minimum guarantee of Ten Thousand and 00/100 Dollars (\$10,000.00) per quarter, whichever is greater.

Section 00095, Schedule of Unit Prices is hereby amended and becomes part of this solicitation. See attached.

Section 00210, Total Guarantee is hereby removed. A minimum quarterly guarantee of \$10,000 shall be standard for all bidders.

Section 00120 Total Base Bid is hereby appended and becomes part of this solicitation. The Total Base bid shall be the sum of all designated benches listed in Section 00095 Schedule of Unit Prices. The contractor shall pay a quarterly fee that shall be the price sum of the actual number of designated benches; however, the quarterly payment shall be no less than the minimum guarantee of Ten Thousand and 00/100 (\$10,000.00) per quarter. See attached.

Section 00200, Contract Documents is hereby appended and becomes part of this solicitation. See attached.

Section 00210, Performance Bond is hereby removed.

City of Port Orange Verification of Concrete Pads, is attached.

Questions and Answers:

1. Q: Can you tell me if we can conference call into the meeting on June 25 as well?
A: At this time, conference calls are not available at for this meeting. The meeting is non mandatory. You may listen to recording after the meeting, usually posted the same day.
2. Q: Would you be able to clarify the tax receipt requirement please?
A: Since you are not located in Port Orange, there will not be a business tax required, however, you will need to show the business tax receipt from Volusia county as well as whatever city you are located in if you choose to submit a Local Preference Affidavit. The Affidavit is optional.
3. Q: How did the list of 214 sites come about? Are those bench bus stops including the routes? Meaning there are multiple stops that use multiple routes. Because I believe that the 214 sites listed is incorrect and includes several bus routes that use the same bus stop. There are duplicates and sites listed that are not within the City limits.
A: The list was generated using information from Votran. We generated the list from both inbound and outbound stops listed. We have compressed the list to combine stops with multiple stop numbers. Section 00095 Schedule of Unit Prices has been revised, see Addendum #1.
4. Q: Are the existing benches all owned by Port Orange?
A: No, existing benches are currently the property of the incumbent (Waverly).
5. Q: Each bench is supposed to be secured to a concrete pad. Do the pads exist now for the 128 benches that are there?
A: Yes. Please see attached.
6. Q: Are you looking for the new vendor to add up to ~~214~~ (174) benches? Or can the existing 128 be used to get to that number?
A: The existing benches are not property of the City and so cannot be re-appropriated by a new vendor. All benches under this RFP are required to be ADA compliant. Proposers shall bid on all stops listed. The City Manager shall approve the number of bus stop benches within the City of Port Orange and has the exclusive right to amend the number of benches required.
7. Q: How is the Schedule of Unit Prices to be filled out since numerous stops are duplicated on different Votran routes, and there are not 214 individual bench sites within the City limits?
A: Section 00095 Schedule of Unit Prices has been amended to combine stops with multiple stop numbers, see addendum #1. All bidders should mark exceptions to the stops

listed (duplicates or benches outside of the City limits).

8. Advertising

a) Q: Do the 128 existing benches have advertising faces on them currently?

A: Yes. The incumbent will be responsible for removing existing benches if they are not the successful bidder.

b) Q: I read that ten percent of the advertising faces will be given to the city for PSA purposes. Is that for a monthly basis? Or is that ten percent of the ultimate number of faces to be used total?

A: It is ten percent of the number of benches installed. The number is not set on a monthly basis; it is as determined by the City. Please refer to Section 00090, III. Scope of Bench Advertising Contract, 4. Advertising Content, Letter E (page 33).

c) Q: As far as the advertising for business, services, or events located within the limits of 32127, 32128, and 32129 zip codes, are they limited in that area? Can we advertise outside businesses in the City of Port Orange? That would include besides local businesses, national or regional advertising.

A: Section 00090, III. Scope of Bench Advertising Contract, 4. Advertising Content, Letter D (page 33) has been amended. Local advertising restrictions shall not apply. The contractor shall have the right to advertise national, regional, and local companies.

d) Q: Will we have to supply samples and designs to the City on different benches that may be available for approval?

A: Yes. Please refer to Section 00090, III. Scope of Bench Advertising Contract, 4. Advertising Content, Letter C (page 33).

9. Designated Bench List

a) Q: Do all 214 (174) locations need units installed or can we pick and choose?

b) Q: Since the total number of bench sites will be determined by the City, and the City Manager has the exclusive right to amend the number of benches, how would any change affect the Quarterly Guarantee?

A: The successful bidder shall be responsible with providing the City with a list of designated locations, listed in Section 00095 by Addendum #1, where bus benches shall be furnished to assess the quarterly fee. The contractor shall be responsible for ensuring that the price sum of all designated benches furnished exceeds the minimum quarterly guarantee of \$10,000 per Section 00090, V. Specific Conditions – Compensation Structure.

10. Q: Per page 34, item 8, the Contractor is required to provide benches at all designated locations. Who will determine if a site is suitable for bench installation at a reasonable cost to the Contractor?

A: The contractor with consultation from the City shall determine if a site is suitable for bench installation. ADA compliance will be verified by a third party engineer. The City Manager shall approve the number of benches. See Section 00090, III. Scope of Bench

Advertising Contract.

11. Bench Removal

- a) Q: Is there an estimated time frame for the removal of CRA benches?
A: Upon the termination, revocation or expiration of this Agreement, or a written request to remove from the City Manager, benches shall be removed within ten (10) days after written notice. See Section 00090, III. Scope of Bench Advertising Contract, 7. Removal of Benches, as amended herein.
- b) Q: If the City is requesting the Contractor do all site and off-site work required to make the bench site and access to the bench site ADA compliant, is the City willing to guarantee a certain time that the CRA benches will remain in place, or will the City reimburse the Contractor for those improvements if they are removed?
A: Designated locations listed in the CRA cannot be guaranteed. The contractor shall be responsible for costs associated with bench removal or relocation and storage. See Section 00090, III. Scope of Bench Advertising Contract.
- c) Q: As the current contractor, we are aware that benches in the CRA represent over 30% of the total current revenue from Port Orange. If the CRA benches are removed, how will that change the guaranteed quarterly payment?
A: It is unlikely that all designated locations currently listed within the CRA will be removed. For relocation, please refer to Section 00090, III. Scope of Bench Advertising Contract, 9. Location of Benches. The contractor shall be responsible for ensuring that the sum of all designated benches to be furnished is not less than the minimum quarterly guarantee of \$10,000 per Section 00090, V. Specific Conditions – Compensation Structure and Section 00090, III. Scope of Bench Advertising, 9. Location of Benches.

Please refer to Section 00090, III. Scope of Bench Advertising Contract, 7. Removal of Benches, as amended by this addendum herein.

12. Minimum Quarterly Guarantee & Schedule of Unit Prices

- a) Q: Am I correct in saying that you're looking for a minimum guarantee of \$40,000 annual, paid quarterly?
A: Yes.
- b) Q: It says \$40,000 as estimate but then in the bid documents it says minimum \$10,000. The conflict is on the bid sheets we have to turn in.
A: No conflict found. The minimum guarantee shall be \$10,000 quarterly, which is tantamount to \$40,000 annually.
- c) Q: So that's the \$40,000 annually plus a percentage of gross sales?
A: No a percentage of gross sales are not collected.
- d) Q: Just to clarify you are not looking for a percentage of ad revenue?
A: Correct.

- e) Q: Could you clarify in section 00095? There's a unit cost and an extended monthly cost.

A: Section 00095 Schedule of Unit Prices and Section 000120 Total Base Bid have been amended, see addendum #1 and attached respectively. The total base bid shall be the sum of unit prices.

A: Please note, as amended by this addendum, the contractor shall pay a quarterly fee that shall be the price sum of all the designated benches bid and shall not be less than a quarterly minimum of \$10,000. Bidders must bid on all locations but should ensure that all anticipated designated stops will meet the \$10,000 minimum guarantee.

13. Q: Is that \$40,000 based on your figure of ~~214~~ (174) benches or is that \$40,000 to be disbursed among the figure that is to be determined by the City Manager? Is the minimum \$10,000 quarterly guarantee calculated based on the ~~214~~ (174) bench sites provided by the City?

A: No. That figure is based on what our revenues have been on the existing contract. The existing contract includes a percentage of gross sales. The new contract will not include a percentage of gross sales.

14. ADA Compliance

- a) Q: How many of the stops are currently ADA compliant?

A: The existing benches are the property of the incumbent. The incumbent is responsible for removing existing bus benches if they are not the successful bidder. All benches within this solicitation must be ADA compliant.

- b) Q: Since all benches have to be ADA compliant, will the City provide any funding for extending sidewalks or large stretches of concrete work associated with ADA compliance?

A: No. Section 00090, II. Requirements and Qualifications states that the contractor shall be responsible for all costs related to the fabrication, installation, certification and maintenance of the transit benches, bench pads and access-ways, including maintaining the site for accessibility such as grass clearing and other barriers to access.

- c) Q: The units that are in place now supposedly have a 45 degree angle. Is that okay for the City or are you looking for more parallel locations?

A: At this time, the City instructs that benches and access ways meet ADA and FDOT regulations.

- a) Section 00090, III. Scope of Bench Advertising Contract, 9. Location of Benches, Letter C states that each bench shall be located so that the advertising surface is parallel or no more than fifteen degrees off of the parallel to the adjacent road.
- b) Section 00400 Votran Technical Design Standards for Accessible Bus also covers additional requirements.
- c) Please also note that the Section 00090, III. Scope of Bench Advertising Contract, 1. Bench Requirements, Letter B states that benches shall be constructed to discourage opportunities for sleeping or reclining.

15. ADA Certification & Engineers

- a) Q: The City requires and chooses an engineer. What process will the City use to choose the Engineer required to provide certification? Will it be an RFP process? Since the contractor is financially responsible, will we have any input into the selection?

A: Please refer to Section 00090, III. Scope of Bench Advertising Contract, 1. Bench Requirements, letter I. The City will employ a competitive bidding process to obtain the best pricing for a third party engineer to review compliance of installed or modified benches. Input from the contractor will not be considered in as much as the bid will be awarded to the lowest responsive and responsible bidder. The Contractor shall be responsible for the costs associated with the review and approval by the City or its agent.

- b) Q: And how will they be certifying if benches are ADA or not ADA. What qualifications would they have and what would they be certifying?

A: The engineer will review site plans and inspect the site to determine if the bus bench, pad, access ways comply with the Accessibility Guidelines and Votran Design Standards set for in the agreement. The engineer will provide final inspection and approval once all necessary improvements have been constructed or installed. The engineer shall be licensed in the state of Florida have experience with ADA compliance.

- c) Q: So for the certification of ADA compliance by a third party, can that be waived if the vendor accepts full responsibility for ADA compliance on all benches?

A: No.

16. Q: Are the benches in the CRA included in the ~~214~~ (174) stops in the proposal?

A: Yes.

17. Q: Do you know how many benches are currently in the CRA?

A: Approximately 28 benches currently exist within the CRA area and are the property of the incumbent.

18. Q: The City recently made improvements to allow access to bus stop sites on Dunlawton Ave, are there any other streets the City plans to improve bus stop site access?

A: The improvements made to Dunlawton have been made by the FDOT. Currently, the City does not have additional plans for access improvements to bus stop sites.

19. Q: Per page 37, item 14, is the City referring to the licensure to sell outdoor advertising or licensure to do contractor work at sites?

A: the Section 00090, IV. General Conditions, 14. Licensure refers to contractor work.

20. Q: Section 3 (B) mentions permit costs charged by the City. What permits are required, and how much is the cost?

A: Contractor will be required to obtain a City of Port Orange permit. Cost is based on total construction price of the slabs. Example, \$20,000 cost would require a permit costing approximately \$200. Additional permits must be obtained with Volusia County for installation of pads.

21. Q: Will the contract offer any renewal language, or will the City require the contract go back to RFP at the end of the term?

A: No. The contract term shall be solely for a ten (10) year period. Please note Annual Compensation Adjustment has been appended to Section 00090, V. Specific Conditions – Compensation Structure.

22. Grace Period

a) Q: Upon award the vendor will be granted a 30 day grace period to install benches and the quarterly payment will be prorated. Do these 30 days begin before or after the engineer process?

b) Q: Does the 30-day grace period to install benches begin after the 60-day period to certify existing sites?

A: The grace period has been amended in this addendum herein. The Contractor shall have a 90 day grace period upon commencement of the agreement to certify all designated benches. Existing benches, if applicable, must be certified within a 60 day period. Each new bench must be installed within 60 days and certified within 10 days from installation. The Quarterly fee will be pro-rated. See Section 00090, Scope of Services and Requirements, V. Specific Conditions – Compensation Structure.

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

RFP #15-25

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Bus Bench Advertising

RFP RELEASE DATE: June 12, 2015

RFP NON-MANDATORY PRE-PROPOSAL MEETING: June 25, 2015 Council Chambers

RFP DEADLINE FOR QUESTIONS: July 2, 2015 at 5:00 p.m.

RFP DUE DATE & TIME: July 20, 2015 at 2:30 p.m. City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 0 1 2 3 4 5 6

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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 proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

Submittal: (1) original, (5) copies and (1) CD or flash drive version of the proposal
(tabbed, indexed and in the following order)

- ☐ 1. Brief History (Section 00090)
- ☐ 2. Table of Contents (Section 00090)
- ☐ 3. Proposer Acknowledgement Form (Section 00030)
- ☐ 4. Project Manager & Staff (Section 00090)
- ☐ 5. Office Location (Section 00090)
- ☐ 6. References (Section 00090)
- ☐ 7. Display Samples (Section 00090)
- ☐ 8. Public Entity Crime Statement (Section 00170)
- ☐ 9. Anti-Collusion Statement (Section 00180)
- ☐ 10. Drug Free Statement, if applicable (Section 00190)
- ☐ 11. Copy of Certificate of Insurance (Section 00080)
- ☐ 12. Judgements, Litigation, and Previous Government Contracts (Section 00090)
- ☐ 13. Schedule of Unit Prices (Section 00095), Addendum #1
- ☐ 14. Total Base Bid (Section 00120), Addendum #2
- ☐ 15. An executed Local Business Affidavit of Eligibility (Section 00125 – optional)

SECTION 00120
TOTAL BASE BID

RFP#15-25 BUS BENCH ADVERTISING

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **bus bench advertising** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Request for Proposals.

The quarterly payments shall be based on the designated benches approved and shall not be less than \$10,000.

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____ **State:**____ **Zip:**_____

Phone:_____ **Fax:**_____ **E-Mail:**_____

Signature:_____ **Submitted on:**_____, 20__.

TOTAL QUARTER BASE BID: _____
(quarterly minimum fee is \$10,000) (In Words)

TOTAL QUARTER BASE BID: _____
(quarterly minimum fee is \$10,000) (In Figures)

All proposal prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.



CITY OF PORT ORANGE BUS BENCH ADVERTISING AGREEMENT

This Bus Bench Advertising Agreement ("Agreement") is entered into this ____ day of _____, 20__, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (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. bus bench design, installation, removal, maintenance and advertising at specified locations throughout the City;
 - ii. construction, modification, and maintenance of access-ways (i.e. paths to and from adjacent sidewalks) and bus bench boarding and alighting areas; and
 - iii. all other services specifically detailed in City of Port Orange RFP #15-25 (attached hereto as Exhibit "A") and the Contractor's response to RFP #15-25 (attached hereto as Exhibit "B").

2. Term: The term of this Agreement shall commence on the date this Agreement is signed on behalf of the City and shall continue for a period of ten (10) years thereafter (the "Term"), unless otherwise terminated as provided for herein.

3. Compensation:

- a. Compensation Structure: Contractor shall make quarterly payments to the City no later than the 10th working day from April 1, July 1, October 1, and January 1. Payments shall be for all amounts due to the City for the preceding quarter and shall be based on the schedule of unit prices set forth in Exhibit "C" submitted in response to RFP #15-25 and based on the price sum of the actual number of designated benches; however, the quarterly payment shall be no less than the minimum guarantee of Ten Thousand and 00/100 (\$10,000.00) per quarter.
- b. Late Payment: Payments not made by the date specified herein shall be deemed late. Late payments shall be subject to a five percent (5%) penalty and all outstanding balances shall accrue interest at the rate of one and one-half percent (1 ½ %) per month. Arrears in excess of ninety (90) days shall be grounds for termination of this Agreement without any further obligation.
- c. Annual Compensation Adjustment: The compensation structure shall be adjusted each succeeding year effective on the Agreement anniversary date based on the Bureau of Labor Statistics Consumer Price Index ("CPI") from the previous year. The City shall review the CPI each year prior to the Agreement anniversary date and shall notify Contractor of any price adjustment prior to becoming effective. The adjustment shall be calculated by comparing the base index in effect as of the effective date of this Agreement, to each subsequent annual period. The final calculation shall

be rounded to the nearest tenth of a percentage point. However, under no circumstance, shall the annual compensation be reduced below the base compensation set forth in the schedule of unit prices (see Exhibit "C") based on the actual number of designated benches, or the minimum guarantee of Ten Thousand and 00/100 Dollars (\$10,000.00) per quarter, whichever is greater.

- d. Grace Period: The Contractor shall receive a ninety (90) day grace period upon commencement of this Agreement during such time the quarterly compensation payment shall not be imposed by the City. This Grace Period is intended to provide the Contractor adequate time for inspection and certification of existing and/or proposed bus bench locations and improvements, as required herein.
- e. Pro-Rating: Benches removed at the direction of the City Manager during any quarterly period and benches installed for only a partial quarterly period shall be pro-rated using the following formula:

$$\text{Unit Price} \quad \times \quad \frac{\text{Number of Days in Quarter Bench Existed}}{\text{Total Number of Days in the Quarter}} = \text{Quarterly Unit Fee}$$

4. Accessibility Guidelines: Each bench, bench pad, and access-way (i.e. paths to and from adjacent sidewalks) shall be designed, located, and installed in accordance with the Americans with Disabilities Act, Americans with Disabilities Act Accessibility Guidelines, Chapter 11 of the Florida Building Code ("Florida Accessibility Code"), FDOT Public Rights-of-Way Accessibility Guidelines, and all other applicable federal, state and local laws and regulations (collectively referred to hereinafter as the "Accessibility Guidelines").

5. Votran Design Standards. Each bench shall be designed, located, and installed in accordance with the 2013 Votran Technical Design Standards for Accessible Bus Stops ("Votran Design Standards") (attached hereto as Exhibit "C") unless in direct conflict with the Accessibility Guidelines, in which case the Accessibility Guidelines shall control. No bench shall be installed or permitted to remain in place without providing for a level concrete pad, an accessible pathway providing access from the bench to the boarding and alighting area, and access to adjoining sidewalk, if applicable, in accordance with the Accessibility Guidelines.

6. Additional Bus Bench Requirements:

- a. The bench shall be constructed of durable, weather resistant, low maintenance materials, and stabilized to minimize the possibility of tipping over.
- b. The bench shall be constructed to discourage opportunities for sleeping or reclining.
- c. Each bench shall not be more than 24 inches in height, 28 inches in depth, and 74-inches in length in accordance with Florida Administrative Code (FAC), Chapter 14, Rule 14-20.0032 "Placement of Transit Bus Benches."
- d. Each bench shall be secured to a concrete pad.
- e. No bench shall include any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
- f. Each bench shall include the Contractor's name and business telephone number, displayed in a visible location.

7. Engineer's Inspection/Certification Required – Existing Bus Bench Locations. Contractor shall, within sixty (60) days of the date of commencement, provide certification issued by a licensed engineer to be selected by the City certifying that each existing bus bench locations, if any, have been inspected and are found to be in compliance with both the Accessibility Guidelines and the Votran Standards. Contractor shall remove, within thirty

(30) days of the inspection, any and all benches that do not conform to the design, location and construction standards and regulations set forth herein.

8. Engineer's Inspection/Certification Required – New Bus Bench Locations. Prior to construction or installation of any improvements, Contractor shall supply to City a sealed detail for the proposed construction and installation that fully complies with the Accessibility Guidelines. Contractor shall be responsible for the costs associated with the review and approval by the City or its agent. Upon approval by the City, the improvements may be installed and secured to the bench pad. Within ten (10) days of installation, Contractor shall supply to City a certification conducted by an engineer of the City's choosing certifying that the improvements, as installed, comply with the Accessibility Guidelines.

9. Number of Benches. The number of benches shall be determined by the City. The Contractor is required to provide benches at all designated locations. The City Manager has the exclusive right to amend the designated number of benches. Upon written notice from the City Manager requesting a new bus bench location, the Contractor shall have sixty (60) days to install the bus bench, bench pad, and access-ways in accordance with the guidelines, standards and requirements set forth herein. Benches located within the City's Community Redevelopment Area (CRA), Town Center, are not guaranteed. The City reserves the right to discontinue the bench advertising program in this area. It is the CRA's intent to develop increased design standards in the CRA District and provide for decorative seating arrangements for the public consistent with the new requirements.

10. Location of Benches. All benches shall be located in the public right of way on roadways that are used as bus routes by the local public transit authority, and at locations where a bus would stop to pick up passengers, as determined by the City. A bench may be relocated by the Contractor in conformance with the requirements of this Agreement, provided that prior to relocating the bench the Contractor provides to the City a revised bench location map to be approved by the City.

11. Removal of Benches. Upon the termination, revocation or expiration of this Agreement, or a written request to remove from the City Manager, if the Contractor fails promptly to remove a bench, bench pad and/or access-ways constructed or installed by the Contractor and restore the site to be compatible with the adjacent property, the City may do so ten (10) days after written notice given by mail directed to the address of the Contractor on file, and if the Contractor fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench shall be forfeited, but such forfeiture shall not excuse the Contractor from the payment of the cost of removal and storage of the bench, removal of the pad and storage if applicable, and restoration of the site.

12. Advertising. The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. The maintenance and content of the advertisements shall be governed by the standards set forth in Exhibit "A". The Contractor shall provide for a minimum of ten percent (10%) of the benches installed to be made available to the City for advertisement of public service announcements or public art at no cost. In all cases involving the interpretation of prohibited content as set forth in Exhibit "A", the determination of the City Manager shall be final. Upon notice by the City, and within 24 hours thereafter, any advertisement placed contrary to the content guidelines set forth in Exhibit "A" shall be removed at the Contractor's expense and Contractor shall be solely responsible for any loss of revenue due to the removal.

13. Maintenance. The Contractor shall submit a detailed plan for cleaning, repairing, and addressing vandalism on the benches in the service area as well as maintaining accessibility to the benches and access-ways. The maintenance plan shall include the planned time to respond to repair, replacement and/or removal of the bench, bench pad, or access-ways. The Contractor shall provide the City with a twenty-four hour (24), seven (7) day a

week emergency contact name and telephone number. The Contractor shall have twenty-four (24) hours from notification by the City to address any maintenance or repair to damaged benches or access-ways. Contractor shall inspect, maintain and repair the bus benches, bench pads and access-ways in accordance with standards set forth in Exhibit "A" and in accordance with the maintenance plan submitted as part of Exhibit "B".

14. Licensure. Contractor shall hold the required licensure to be the prime contractor for all work to be performed pursuant to this Agreement. If a subcontractor is utilized to perform any work under this Agreement, such subcontractor shall hold the required licensure in full force and effect during the term of this Agreement.

15. Contract Administration. The Public Works Director, or his/her designee, shall perform contract administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."

16. Termination for Contractor Default. City may terminate this Agreement, without further obligation, for any material default of the Contractor or its agents or employees with respect to any covenant or provision contained herein. In the event that a material breach is discovered by the City, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the material breach cannot be corrected within ten (10) days of the notice of breach, then the City may elect to terminate this Agreement. Any of the following actions, not meant to be an exhaustive list, shall be deemed a material breach of the Agreement:

- a. The Contractor fails to remit quarterly compensation payments at the times and in the amounts required by this Agreement;
- b. The Contractor fails to produce or make available documentation for examination in accordance with this Agreement;
- c. The Contractor fails to obtain inspection and certification of any existing or proposed bus bench location in accordance with this Agreement;
- d. The Contractor fails to remove or relocate any bench and/or bench pad at the request of the City Manager in accordance with this Agreement;
- e. The Contractor fails to continuously maintain the types and amounts of insurance as required under this Agreement;
- f. The Contractor fails to maintain the bus benches, bench pads and/or access-ways in accordance with this Agreement;
- g. The Contractor declares bankruptcy; or
- h. The Contractor fails to strictly comply with the Accessibility Guidelines and/or Votran Design Standards as set forth in this Agreement.

If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future default, regardless of materiality. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition or irredeemable default. The City shall issue the Contractor a notice in writing that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be ground for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the

notice. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

17. Termination – Other. The Parties hereto agree that in the event a court of competent jurisdiction finds that the provisions for the use of the public right-of-way for signage as permitted by this Agreement are invalid or otherwise unenforceable, the City shall be authorized to terminate this Agreement, in whole or in part, and shall be held harmless from any costs or expenses incurred by Contractor as a result of said termination.

18. 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 Agreement.
- b. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Agreement, 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 Agreement. 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 Agreement or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

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

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

20. Insurance. Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying "City of Port Orange, and its Mayor, Vice Mayor, Council Members, officers and employees" 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	
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	Contractual liability coverage endorsement shall expressly include Contractor's obligation to indemnify, and hold harmless the City as provided in this Agreement.
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 — Buildings — 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	

21. Assignability of Agreement. Neither this Agreement, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.
22. Modifications or Changes to this Agreement. This Agreement shall not be modified or amended except in writing signed by both parties.
23. 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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.
24. Additional Warranties Contractor further expressly warrants that materials and workmanship are warranted from defect for the term of this Agreement. This is a minimum acceptable warranty.
25. Additional Bond Security. If any surety bond furnished in connection with this Agreement 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 Agreement. 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.
26. 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. The Contractor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, damage to tangible property, claims under the Americans with Disabilities Act, and any other claim or claims arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The City of Port Orange and its Mayor, Vice Mayor, Council Members, officers 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. This indemnity and hold harmless clause shall survive the termination or expiration of this Agreement.
27. Non-discrimination During the performance of this Agreement, 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.

28. 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 Agreement 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 Agreement in accordance with that decision.

29. 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.

30. 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. IN THE EVENT OF DISPUTE OR LITIGATION, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR ITS OWN ATTORNEY'S FEES AND COSTS. THIS AGREEMENT SHALL NOT BE CONSTRUED FOR OR AGAINST ANY PARTY HERETO, WITHOUT REGARD TO WHICH PARTY IS WHOLLY OR PARTLY RESPONSIBLE FOR DRAFTING.**

31. Licenses, Permits and Taxes. The Contractor 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 Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction within County, State or Federal rights-of-way.

32. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other contract, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto except that the terms and condition of the City's RFP#15-25 Request for Proposals for Bus Bench Advertising are incorporated herein by reference and are made a part hereof to the extent not in conflict with the terms and condition of this Agreement. This

33. Additional Provisions This Agreement includes all additional provisions as may have been outlined in [REDACTED] and any attachments or exhibits to this Agreement whether delivered herewith or

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 _____, 20____, 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: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA# 4807]

**City of Port Orange
Verification of Concrete Pads**

Port Orange Benches		Concrete Slab		Bench
Waverly ID	Location Description	Yes	No	
1	Placemark 1 (4/40)	X		YES
2	Placemark 3	X		YES
3	Placemark 4	X		YES
4	Placemark 7	X		YES
5	Placemark 8	X		YES
6	Placemark 9	X		YES
7	Placemark 10	X		YES
8	Placemark 11	X		YES
9	Placemark 16	X		NO
10	Placemark 20	X		YES
11	Placemark 21	X		YES
12	Placemark 22	X		NO
13	Placemark 24	X		YES
14	Placemark 26	X		NO
15	Placemark 27	X		YES
16	Placemark 29	X		YES
17	Placemark 30	X		YES
18	Placemark 31	X		YES
19	Placemark 32	X		YES
20	Placemark 33	X		YES
21	Placemark 34	X		YES
22	Placemark 35	X		YES
23	Placemark 36	X		YES
24	Placemark 37	X		YES
25	Placemark 38	X		YES
26	Placemark 39	X		YES
27	Placemark 41	X		YES
28	Placemark 42	X		YES
29	Placemark 43	X		YES
30	Placemark 44		X	YES
31	Placemark 45	X		YES
32	Placemark 46	X		YES
33	Placemark 47	X		YES
34	Placemark 48	X		YES
35	Placemark 49		X	YES

**City of Port Orange
Verification of Concrete Pads**

Port Orange Benches		Concrete Slab		Bench
Waverly ID	Location Description	Yes	No	
36	Placemark 50	Dunlawton W of Ruth (NSR) IFO Regions Bank- Applebees	X	YES
37	Placemark 51	Dunlawton W of Powers (NSR)-Okeir	X	YES
38	Placemark 59	Dunlawton W of City Center (NSR)- Mr T	X	YES
39	Placemark 60	Dunlawton IFO Home Depot (NSR)- Bowie/Davis	X	YES
40	Placemark 61	Dunlawton IFO Dennys (NSR)- Executive Rlty	X	YES
41	Placemark 62	Dunlawton W of Yorktowne (NSR)- Mr T	X	YES
42	Placemark 63	Dunlawton IFO Chick FilA (NSR)- D Bell	X	YES
43	Placemark 66	Dunlawton E of Taylor EXT (SSR) IFO New CVS- D Bell	X	YES
44	Placemark 67	Dunlawton W of Jacobus (SSR)- Applebees	X	YES
45	Placemark 68	Dunlawton W of Clyde Morris (SSR) IFO Wallgreens- Battaglia	X	YES
46	Placemark 69	Dunlawton IFO WalMart (SSR)- Grossholz	X	YES
47	Placemark 74	Dunlawton W of Spruce Creek (SSR)- Rue Law	X	YES
48	Placemark 75	Dunlawton W of Ruth (SSR)- Shannon Fitzpatrick	X	YES
49	Placemark 76	Herbert E of Nova (SSR)-	X	YES
50	Placemark 78	Herbert across from Old Hammock (SSR)- Air Systems of Daytona	X	YES
51	Placemark 81	City Center S of Herbert (ESR)- Planet Fitness	X	YES
52	Placemark 82	City Center S of Herbert (WSR)- Advanced Air	X	YES
53	Placemark 83	City Center IFO Ball Park (ESR)- Sonic	X	YES
54	Placemark 84	City Center Across Ball Park IFO Thomson Pump (WSR)- Super wash- Air Systems	X	YES
55	Placemark 86	City Center Across City Hall (SSR)- Cypress Head - Bench on Side walk		X YES
56	Placemark 87	Clyde Morris N of Walmart (ESR)- Superwash	X	YES
57	Placemark 88	Clyde Morris N of City Center (ESR)- Planet Fitness	X	YES
58	Placemark 90	Clyde Morris N of Herbert (ESR)- Yoga Bala	X	YES
59	Placemark 92	Clyde Morris N of Richel (ESR)- PL Fitness	X	YES
60	Placemark 93	Clyde Morris S of Reed Canal (ESR)- Beach St Gym	X	YES
61	Placemark 106	Clyde Morris S of Forrest Branch(NORTH) (WSR)- Keiser	X	YES
62	Placemark 107	Clyde Morris S of Forest Branch (SOUTH) (WSR)- Perfect Turf	X	YES
63	Placemark 108	Clyde Morris N of Sunrise Pointe Apts (WSR)- RZ	X	YES
64	Placemark 109	Clyde Morris S of Richel (WSR)-Shannon Fitzpatrick	X	YES
65	Placemark 110	Clyde Morris N of Madeline IFO The Groves Apts (WSR)- Keiser	X	YES
66	Placemark 111	Clyde Morris S of Madeline (WSR)- PL Fitness	X	YES
67	Placemark 113	Clyde Morris S of Pickwick (WSR)- All Am Air	X	YES
68	Placemark 114	Clyde Morris Across from Police Dept. (WSR)- Rue Law	X	YES
69	Placemark 115	Clyde Morris Across Daytona RV Park (WSR)- Harper	X	NO
70	Placemark 116	Clyde Morris S of Ravenwood Plaza (WSR)- City (GC)	X	YES

**City of Port Orange
Verification of Concrete Pads**

Port Orange Benches			Concrete Slab		Bench
	Waverly ID	Location Description	Yes	No	
71	Placemark 117	Clyde Morris N of Herbert (WSR)- S Brown- Card	X		YES
72	Placemark 120	Clyde Morris IFO Police Dept. (ESR)- HIG	X		YES
73	Placemark 121	Clyde Morris Across Pickwick (ESR)- Keiser	X		YES
74	Placemark 124	Clyde Morris N of Madeline (ESR) IFO Subway- Planet Fitness	X		YES
75	Placemark 125	Nova N of Herbert (ESR)- Holly Dodge	X		YES
76	Placemark 126	Nova Across from Orange St (ESR)- beach street	X		YES
77	Placemark 127	Nova N of Madeline (ESR) - planet fitness	X		YES
78	Placemark 129	Nova IFO Lamplighter (WSR)- Planet Fitness	X		YES
79	Placemark 130	Nova S of Walton Blvd (WSR)- advanced air	X		YES
80	Placemark 131	Nova N of Madeline (WSR) IFO BP- Keiser	X		YES
81	Placemark 132	Nova N of Tuscan Village Plaza (WSR)- RZ	X		YES
82	Placemark 133	Nova S of Orange St IFO KAO Camp (WSR)- M Card	X		YES
83	Placemark 134	Nova N of Gordon (WSR)- Rue Law	X		YES
84	Placemark 135	Nova S of Herbert (WSR)- All Am Air	X		YES
85	Placemark 136	Nova S of Samms (WSR)- RZ	X		YES
86	Placemark 137	Nova IFO Auto Zone (WSR)- Lifetime	X		YES
87	Placemark 138	Nova IFO Pizza Hut (WSR)- Superwash	X		YES
88	Placemark 139	Nova S of Dunlawton (WSR) - Palmer	X		YES
89	Placemark 140	Nova S of Village Trail (WSR)- Budget	X		YES
90	Placemark 141	Nova S of Tree Garden (WSR)- HIG	X		YES
91	Placemark 142	Nova S of Tree Garden Across from Bennett Chiro (WSR)- Palmer	X		YES
92	Placemark 143	Nova N of Miles (WSR)- Zimmerman*	X		YES
93	Placemark 144	Nova N of Palm (WSR)- Daves Fence	X		YES
94	Placemark 145	Nova S of Spruce Creek IFO Circle K (WSR)- Jeffs Mid FL	X		YES
95	Placemark 146	Nova N of Baywood (WSR) -buddy d	X		YES
96	Placemark 147	Nova S of N Willow (WSR)-	X		YES
97	Placemark 148	Nova N of Acacia (WSR)- Daves Fence	X		YES
98	Placemark 150	Nova S of Cactus (ESR)-	X		YES
99	Placemark 151	Nova N of Plumosa (ESR) -buddy d	X		YES
100	Placemark 152	Nova N of Farmbrook (ESR)-Fox	X		YES
101	Placemark 153	Nova S of Regancy IFO Plaza (ESR)-	X		YES
102	Placemark 154	Nova N of Wood (ESR)- Chamber (GC)	X		YES
103	Placemark 155	Nova S of Spruce Creek- Pick of the Litter	X		YES
104	Placemark 156	Nova IFO Winn Dixie (ESR)- advanced air	X		YES
105	Placemark 157	Nova N of Sleepy Hollow (ESR)- white wolf dental	X		YES

**City of Port Orange
Verification of Concrete Pads**

Port Orange Benches		Concrete Slab		Bench
Waverly ID	Location Description	Yes	No	
106	Placemark 158	Nova IFO Publix Plaza (ESR)- HIG	X	YES
107	Placemark 159	Nova N of Dunlawton (ESR) IFO Ross- Planet Fitness	X	YES
108	Placemark 160	Nova IFO Gateway Bank (ESR)-	X	YES
109	Placemark 161	Nova N of Samms (ESR)- white wolf dental	X	YES
110	Placemark 162	Village Trail Across Viliggio (NSR)- Keiser	X	YES
111	Placemark 163	Village Trail IFO Country Side Club house (NSR)- super wash	X	YES
112	Placemark 164	Village Trail Across Mockingbird (ESR)- Dave's Fence	X	YES
113	Placemark 165	Village Trail IFO Circle K (SSR)- RZ	X	YES
114	Placemark 167	Taylor Rd Ext E of Clyde Morris (NSR)- Adanced	X	YES
115	Placemark 168	Taylor Rd Ext Across from HS S of Nob Hill (SSR)- Game Exchange	X	YES
116	Placemark 169	Taylor Rd Ext W of Hansel (NSR)- Zimmerman	X	YES
117	Placemark 170	Taylor Rd IFO La Petite (SSR)- Gagliardi	X	YES
118	Placemark 171	Taylor Rd Ext W of Devon (NSR)-	X	YES
119	Placemark 172	Taylor Rd Ext E of Devon (SSR)- Gagliardi	X	YES
120	Placemark 173	Taylor Rd Ext W of Cambridge (NSR)- Keiser	X	YES
121	Placemark 176	Spruce Creek Across Bayview Ln (WSR)- Fox (GC)	X	YES
122	Placemark 177	Spruce Creek N of Sparton (WSR)- Fox (GC)	X	YES
123	Placemark 178	Spruce Creek S of Laurie (ESR)-	X	YES
124	Placemark 179	Spruce Creek S of Elda (ESR)- Keiser	X	YES
125	Placemark 180	Spruce Creek Across from Parkway Mobile (ESR)-	X	YES
126	Placemark 181	Spruce Creek N of Parkway Mobile (WSR)- Keiser	X	YES
127	Placemark 183	Taylor IFO United Church (NSR)- Superwash - Air Systems - NOT IN CITY LIMITS		
128	Placemark 184	Clyde Morris S of Dunlawton IFO SS Office (WSR)- Harper	X	YES

RFP Response to:

RFP #: 15-15

For The City of Port Orange Bus Bench Advertising

From:

Creative Outdoor Advertising of America Inc.

Boulevard & Lexington

Address:	1930 Commerce Lane, Suite 1 Jupiter, FL 33458
Email:	Municipal@CreativeOutdoor.com
Contact:	Amanda Wong, Director of Municipal Administration
Phone:	1- 800-661-6088 x 307
Date:	Tuesday, July 14, 2015



Friday, July 17, 2015

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

Attention: Mr. Joseph Gomez, Purchasing Manager

RE: Creative Outdoor Advertising Bus Bench Advertising Program for the City of Port Orange RFP# 15-25

Please find the enclosed updated Proposer Acknowledgement Form. We have read and understood the contents in the two addendums and our initial proposal, received on July 10, 2015, remains the same.

I have included 6 copies of Page 7, to be replaced in our proposal. And a new electronic copy of our proposal.

Please feel free to contact us if you have any concerns with our response.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Wong". The signature is fluid and cursive, with the first name "Amanda" and last name "Wong" clearly visible.

Amanda Wong
Director of Municipal Administration



Wednesday, July 08, 2015

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

Attention: Mr. Joseph Gomez, Purchasing Manager

RE: Creative Outdoor Advertising Bus Bench Advertising Program for the City of Port Orange

On behalf of Creative Outdoor Advertising of America Inc., I am pleased to be able to submit this response proposal for the supply, installation and maintenance of a Boulevard or Lexington Bench Program with sponsorship rights for the City of Port Orange. We intend to provide you with a program that will *exceed* your expectations.

COA has over thirty years of expertise in the Street Amenities business, which has made us the most reliable and efficient on-street advertising firm in business today. COA holds service contracts with over 240 Municipal and Public Transit clients throughout North America and provides marketing, sales and maintenance to over 10,000 amenity units. COA effectively manages over 3,800 sponsorship clients, enjoys a 75% advertiser renewal rate, and an 85% occupancy level, which results in a strong program for the advertisers, the City and its Transit System.

Our proposal features two alternative benches, the Boulevard and the Lexington. COA will supply the City of Port Orange with a bench of your choice at specified locations approved by the City in exchange for the advertising rights on these units. In return, COA will provide the City of Port Orange with a revenue stream created from the sponsorship on the units.

We are confident that this response will clearly demonstrate COA's proven operational experience, corporate tenure and ability to address the future street furniture requirements for City of Port Orange.

Thank you for considering our submission and please do not hesitate to contact me should you have any immediate questions or comments regarding its contents.

Sincerely,

A handwritten signature in black ink, appearing to read 'MO', enclosed within a simple, hand-drawn oval border.

Marc Oosterholt
Municipal Affairs Manager

BRIEF HISTORY

COA: COMPANY INFORMATION

Established	1984
Incorporation Date	February 14, 1984
Total Employees	120 Full and Part Time
Client Renewal Rate	over 75%
Occupancy Rate	over 85%
Units in place across North America	10,000
Municipal and Transit partners	240

COA is an industry leading innovator in transit seating, public space recycling, newspaper and publication amenities, bike racks and other streetscape products.

HISTORY

COA's only business over the past 30 years has been the successful implementation of public amenities advertising programs. Being focused on just public amenity advertising programs has allowed COA to reach growth rates that are unmatched in this market segment today.

COA's growth has come as a result of **having a thorough understanding of its primary client sponsorship base** and developing operational systems that have created **a 75% renewal rate and an 85% occupancy rate**. Collectively, this has translated into an extremely successful organization. It has allowed for ongoing reinvestment in product development and the creation of leading edge outdoor amenity designs for use by local businesses.

Our record of accomplishment speaks for itself. COA has never negligently lost a Municipal contract and has never missed a payment to any Municipality, City or Transit Authority. We do not have any judgements against COA and we are not in any litigation for defaulting our contracts.

CURRENT WORKLOAD

COA is managing programs across North America in over 240 territories including British Columbia, Alberta, Saskatchewan, Ontario, Nova Scotia, Florida, New Jersey, Connecticut, Idaho, South Dakota, Arkansas, California, Washington State, Colorado, Maryland, and New York State to name a few.

There is no slowing COA down. Our portfolio is constantly growing either through contract awards or through business acquisitions.

COA has many municipal contracts in Florida. Our most notable partnership is with Palm Beach County. They have over 110 benches in their jurisdiction and are thrilled to add more. Hernando County recently awarded COA a long term contract and we were able to sell out all of the inventory before the units were even installed!

COA'S ACKNOWLEDGEMENT FORM

SECTION 00030

	City of Port Orange Purchasing Division 1000 City Center Circle Port Orange, Florida 32129 Telephone (386) 506-5704 Fax (386) 506-5711
---	--

RFP #15-25

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Bus Bench Advertising
RFP RELEASE DATE: <u>June 12, 2015</u>
RFP NON-MANDATORY PRE-PROPOSAL MEETING: <u>June 25, 2015</u> Council Chambers
RFP DEADLINE FOR QUESTIONS: <u>July 2, 2015 at 5:00 p.m.</u>
RFP DUE DATE & TIME: <u>July 20, 2015 at 2:30 p.m.</u> City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: Creative Outdoor Advertising of America Inc.

PROPOSER'S MAILING ADDRESS: 1930 Commerce Lane, Suite 1

CITY-STATE-ZIP: Jupiter, FL 33458

PHONE NUMBER: 1-800-661-6088 EMAIL: municipal@creativeoutdoor.com

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 0 ① ② 3 4 5 6
If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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 proposer.

X Amanda Wong
AUTHORIZED SIGNATURE (MANUAL)

Amanda Wong
NAME (TYPED)

Director of Municipal Administration
TITLE

July 16, 2015
DATED

Growing in Beauty and Opportunity

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PROJECT MANAGER & STAFF

PRIMARY CONTACT

For information related to this RFP response, your contact information is as follows:

Marc Oosterholt,	Municipal Affairs Manager
Amanda Wong,	Director of Municipal Administration
Office:	1-800-661-6088 x 307
Email:	RFPResponses@CreativeOutdoor.com

ORGANIZATIONAL CHART

COA'S MANAGEMENT TEAM

COA's only business is the successful implementation of Public Amenities sponsorship programs. Our offices are fully staffed and are on call 24 hours a day to look after the needs of our Municipal Clients, the paying customer, and the general public. Our management team assumes responsibility for all Municipal Partners.

Our product is on the street 24 hours a day, so it's very important that we as contractors are available, and capable of looking after it during that entire period.

David Gray, B. Comm., B. Eco., President

David Gray has served as President of COA since its inception in 1984. He holds an Economics Degree from Queen's University in Kingston and a Bachelor of Commerce Degree from the University of Windsor.

Mr. Gray is largely responsible for the creation and development of the Streetscaping® program. Over the past 20 years, the industry has been transformed and David Gray has the following support:

Liz Gayford, MBA, CA, General Manager & Chief Financial Officer

Mrs. Gayford manages all the financial aspects of COA's business activities. As a licensed professional Chartered Accountant, Liz is able to manage the financial growth and development of the company including all financial reports, finance and banking.

Debbie Boyce, Sales Manager

Ms. Boyce is a key member of COA's management team. Her focus is to coordinate COA's sales force and territory representatives throughout North America. In directing the sales efforts of some 35 sales people, she is involved in, and responsible to, the many needs of our valued clients. Debbie Boyce has over 15 years of sales experience.

Marc Oosterholt, Municipal Affairs Manager

Marc Oosterholt originally started working with COA over 15 years ago, first in a retail sales capacity and then in a Sales Management role. Mr. Oosterholt's dedication and attention to detail with COA's retail clients will also translate to him assisting municipalities throughout North America with their public space area needs.

Karl Rumeo, Municipal Operations Manager

Mr. Rumeo is an integral part of COA's growth and success. Karl has had a hand in every single piece of COA's street amenity since 1991. Mr. Rumeo is continuously developing new system and processes to improve our efficiency. His commitment, knowledge and experience are unparalleled in the industry.

Amanda Wong, Director of Municipal Administration

Ms. Wong is the City's primary contact for any issues or concerns at hand. If in doubt, contact Amanda and she will locate the resources needed to resolve any concerns.

KEY OPERATIONS AND PRODUCTION TEAM

Karl Rumeo is a vital part of the operations team. He is the liaison between the City and the local operations that performs the services we provide. He hires and trains the team, oversees the maintenance scheduling, and performs audits for new and existing territories.

Monique Lovett correlates between all parties in the Operations and Production teams. She is responsible for processing production from start to finish and delegates Work Orders to the appropriate resources. She works closely with the Operations and Production teams and monitors the daily functions.

Inna Gerchikov and **Natalina Barratt** are the key sign production team. They look after the advertising customers and all related matters to sign production, including design, posting and printing. Their roles are crucial to the overall functionality of COA and the success of the program by continuously working closely with the advertisers and meeting their requirements every time.

We handle the entire production process for our clients. It is completely "turn-key", no hassle process.

Anthony Ko is the head of COA's in-house printing facility. He is responsible for the department that designs and prints ad faces for all of COA's clients. For Quality control purposes, all design and printing is done In-house.



LOCAL REPRESENTATION

Although COA has centralized many of its business systems, we recognize that it is critically important to have "in market" representation to manage ongoing business functions and responsibilities. Individuals will be located within the region and will continuously receive ongoing training and constant support from all COA personnel.

We will NOT manage our Port Orange program "at arm's length". COA hires all "in market" Sales and Operations staff. Our systems and processes are similar to franchises in that we merge our knowledge and expertise with the local business community through our local management team.

HEAD OFFICE LOCATION

COA prides itself on delivering the utmost in customer service to each and every municipal client it serves. As such, any of our Municipal Affairs staff can assist the City of Port Orange in addressing any questions or concerns relating to our program.

HEAD OFFICE

Address:

1930 Commerce Lane, Suite 1
Jupiter FL 33458

Phone: 1-800-661-6088

Fax: 1-866-426-2237

Email: Municipal@CreativeOutdoor.com

REFERENCES

A Sample of Our Municipal Partners...

Edmonton,	AB	Parker	FL
Leduc,	AB	S.Walton County,	FL
Lethbridge,	AB	Springfield,	FL
Greenville,	AL	Wakulla County,	FL
Hartford,	AL	Walton County,	FL
Little Rock,	AR	Hernando County,	FL
Fort Smith,	AR	Palm Beach County,	FL
Hot Springs,	AR	Riviera Beach,	FL
Kamloops,	BC	Baldwin,	FL
Campbell River,	BC	Boise,	ID
Colwood,	BC	Clinton,	IA
Conquitlam,	BC	Evanston,	IL
Prince George	BC	Bogal,	LA
Mission,	BC	Revere,	MA
Jefferson County,	CO	Annapolis	MD
Lakewood,	CO	Kansas City,	MO
Arvada City,	CO	Columbia,	MS
Denver,	CO	Hattiesburg,	MS
Pueblo,	CT	Meridian,	MS
Bridgeport,	CT	Bergenfield,	MS
Baldwin	FL	Bloomfield,	NJ
Callaway	FL	Bogota,	NJ
Live Oak,	FL	Clearlake,	NJ
Norwalk,	CT	Dumont,	NJ
North Lauderdale,	FL	Edison,	NJ



And Many More...

Fairlawn,	NJ	Newmarket,	ON
Hackensack,	NJ	Niagra Region,	ON
Montclair,	NJ	New Castle,	ON
Palisades Park,	NJ	Orangeville,	ON
Perth Emboy	NJ	Orillia,	ON
Rochelle,	NJ	Ottawa Carleton,	ON
Springfield,	NJ	Owen Sound,	ON
Teaneck	NJ	Pickering,	ON
Las Vegas	NV	Port Perry,	ON
Halifax,	NS	Richmond Hill,	ON
Aurora,	ON	Sarnia,	ON
Barrie,	ON	St. Catharines,	ON
Bowmanville,	ON	Vaughan,	ON
Brampton,	ON	Welland,	ON
Brantford,	ON	Whitby,	ON
Burlington,	ON	Windsor,	ON
Cambridge,	ON	York,	PA
Cobourg,	ON	Gatineau,	QC
Cornwall,	ON	Columbia,	SC
Guelph,	ON	North Charleston,	SC
Hamilton,	ON	Moose Jaw,	SK
Kingston,	ON	Saskatoon,	SK
Kitchener,	ON	Spokane,	WA
London,	ON	Green Bay,	WI
Newcastle,	ON		

REFERENCE

PALM TRAN	FLORIDA
BRUCE GUYTON	TRANSIT PLANNER
561 841-4274	BGUYTON@PBCGOV.ORG

Palm Tran has been a part of COA's portfolio since 2003. The contract was awarded to us via a RFP process. The County currently have over 110 benches installed by COA. The County and COA worked closely together to bring the bus stops to ADA compliance. We are currently working on adding additional units.

REFERENCE

HERNANDO COUNTY	FLORIDA
JANNINA STAMPFLI	TRANSIT COORDINATOR
352 754-4057 EXT. 28015	JSTAMPFLI@HERNANDOCOUNTY.US

COA won the Hernando County project in the summer of 2014. The County has a variety of COA's amenities; transit benches, benches with receptacles and bus shelters. Installation is currently on hold until road construction is complete. We are expected to install more units this fall.

REFERENCE

JEFFERSON COUNTY	COLORADO
ROBERT TAYLOR	RIGHT OF WAY AGENT
303 271-8459	RBTAYLOR@JEFFCO.US

COA is in several cities in Colorado with our biggest territory in Jefferson County. The award was granted to us via a RFP process in 2012. Jefferson County has approximately 110 black Lexington benches in their Right-of-Way. COA will add additional benches as required by the transit.

DISPLAY SAMPLES



PALM BEACH, FLORIDA



HOT SPRINGS, ARKANSAS



JEFFERSON COUNTY, COLORADO



WHEAT RIDGE, COLORADO



CALLAWAY, FLORIDA



SPOKANE, WASHINGTON

QUALIFICATIONS AND EXPERIENCE

REPORT OF REPUTATION

In the past 5 years, COA has enjoyed an unprecedented growth rate of 13% per year. This can be attributed to our excellence in the following areas:

Our Product Offerings - Are functional, evolutionary, and aesthetically pleasing

Our Maintenance Procedures - Apply extensive experience and we integrate the latest technology

Our Marketing/Sales Strategy - Yields the highest occupancy and satisfaction rate in the industry (+98%)

OUTSTANDING PERFORMANCE

- COA delivers to its advertising clients, 97% of its product on time on all units, and over 99% on pre-installed units
- COA handles every aspect of the commercial client's investment from design to installation
- COA promises production of tough, durable vandal resistant second surface Lexan fronted signage
- COA provides service, cleaning and maintenance of clients sign for the duration of the contract
- COA will identify and refine advertising messages, ensuring only the best suited for its amenities and local area, are put in place
- COA provides as quoted on-time delivery and installation of signs to GPS coded amenity site
- COA provides their clients with expedient delivery of color matches and quality graphics
- COA ensures that both its municipal and commercial clients have up-to-date and accurate information through its interactive secure web and telephone portals
- COA bills advertising clients properly. Any discrepancies are willingly corrected immediately

Nothing is left to the small business person, since for the most part they are not accustomed to buying advertising, and they will often "drop the ball". We provide a FULLY managed program intended to make their investment simple and effective!

FINANCIAL STABILITY

Strong capital presence allows COA to master all programs and deliver superior product and service to all of its municipal partners.

COA has never taken part in any bankruptcy procedures and has an established bonding facility, and regularly obtains bonds required.



DEMONSTRATED SUCCESS

Our success is due to our people. We've seen programs like Palm Beach go from billing less than \$7,000 per month with another provider to billing over \$20,000 per month with COA. (It is still growing!). London went from \$64,000 per year to \$277,000 per year! COA can tell this story over and over again, all thanks to our marketing and selling philosophies and practices.

In looking at COA's program from a financial perspective, it becomes evident that the real value is in the revenue generated AND in the *cost savings* offered to our Municipal Partners. COA's "No Cost Amenity" program delivers thousands of dollars in revenues and savings over the term of the contract.

COMPETITIVE ADVANTAGES

Listed below are some aspects of the program that will set COA apart from the competition.

A State-of-the-Art Maintenance Program (MDaCS) - GPS verified and Bar-Coded, our program will provide transparent reporting of service and maintenance activity to Port Orange. **Automatic Data Distribution** systems (ADDs) to ensure that people that require information – have it when they need it!

A Sales/Marketing Program that provides a unique and effective form of advertising solely to small local business owners with 75% Renewal Rate and 85% Occupancy Rate.

Industry Superior Interactive Website (WebPortLive) allows on-line monitoring and contact with COA Municipal Operations.



SUCCESSFUL MARKETING SYSTEM

ADVERTISING APPROACH

Our system has resulted in the highest occupancy rate, and most importantly, **yield** in our industry.

Our target market is small and medium independent businesses in the local area. While other media may be cost prohibitive for such businesses, our media and rates allow them to enjoy an excellent return on their investment.

COA's success has come from its very powerful marketing philosophies. With some 10,000 faces in over 240 markets, we have learned that there are three major ingredients that contribute to our phenomenal success.

Training - COA invests in its people. People are not only the most expensive resource in any organization; they are also its most important resource. Poorly trained or untrained people will prevent any business from developing to its potential.

- Before a sales person can even approach a potential client, they must spend a full 80 hours in a classroom. New client representatives will "unlearn" anything they thought they knew about selling to small business, and they will learn how an individual must approach a small business in order to effectively gain the trust, and finally the business relationship from that business.
- Each week, every agent must participate in a 1-hour audio training session. Skills are refreshed, philosophies re-enforced, and experiences shared.
- Finally, COA holds two training conferences each year where agents are again encouraged to enhance their skills and the skills of those around them. They are also tested on their skills and knowledge.

Core Philosophies - at the center of our training are the following philosophies:

- An agent works for his client NOT for COA.
- The client is purchasing an intangible product that they must understand, and that it is our agents role to teach them about the product they are considering.
- The sign message must be balanced and composed of the proper ingredients. COA has turned away business on a regular basis because of poor or ineffective ad panel design.
- All agents are paid based on the longevity of their clients and not on simply "signing them up".

Finally, all of the members of COA are rewarded on the overall success of the company through a healthy profit sharing program. This encourages everyone to work in harmony toward organizational success.

Marketing and sales expertise is a key ingredient in maximizing the returns to both the proponent and the municipality. COA's expertise is tried and true and has led to the highest per face yield in North America.

HIGHLY SOPHISTICATED MARKETING PROGRAMS

Marketing is all about maximizing the revenues generated from the project. The price of an individual face is not indicative of the gross revenue generated from the program. The ONLY number that has meaning is YIELD, or the average revenue generated for every face for every month it is available for sale.

We have the highest yield in the industry in North America. Regardless of the claims made by any other firm, every time this has been tested or questioned, COA has proven to be higher and by a substantial margin.

Many firms, especially those that sell primarily to national clients, are very comfortable with "Client Churn". Generally, this means that clients come and go as they "need" the advertising. While this is in fact the case with the national advertisers, it is NOT the case for the small business community.

This community is highly elastic and will quickly put their money elsewhere if they perceive the marketing tool such as the bench signs as too expensive for the value generated. Further, they will NOT return to the program. Once gone, it is VERY difficult to persuade this client base to "try" again.

We have seen this happen in many communities, Advertising companies bid on projects, substantially raise the rates, then are mystified as the clients depart in droves. Unfortunately, the long term negative **accrues to the transit system**; especially in smaller communities where there are a limited number of smaller businesses, who communicate widely and freely their negative impressions of the media.

Client Churn may work in larger communities where there is an endless supply of clients, but not an area where the small and mid-sized business base is limited and largely unchanging!

Bench face revenues are derived from 3 sources:

1. Small local businesses
2. Regional Businesses
3. National Advertisers

In communities such as Port Orange, ***the largest part of the revenues for bench advertising comes from the local business community.*** This is primarily because the price of more effective media is quite low relative to the larger markets. TV, newspaper, radio, billboards are much more affordable and therefore more coveted by the national advertisers.

REACHING THE MARKETS

COA employs highly sophisticated marketing programs to reach the potential advertisers. Marketing is one of COA's highest investments. We own a complete database of every business in the greater Port Orange area. From the 1 person business to the 100,000 employee business, we buy the very best business databases.

We run our own call center located in Florida which we use to communicate with every one of the businesses in greater Port Orange. The Call center introduces the program, and briefly highlights the benefits of having a sign. With over 30 years of experience, we know how to reach and speak to the area business community. Our effective communicate circumference is around 75%!!

We monitor all communications using Salesforce.com. This is integrated with our corporate database so that all metrics are constantly monitored. This is important in ensuring a high level of occupancy at all times. We have a set of well-established expectations and any deviation is immediately addressed. We sell time, and lost time cannot be recovered!

We follow the introduction of the concept with a highly sophisticated (and VERY expensive) email campaign marketing and web monitoring and reaction system.

Our system:

- Tracks, manages, and reports on marketing campaigns
- Identifies campaign efficacies at each stage and manages each campaign through its entire cycle
- Scores campaign responses and ensures responses receive follow-ups
- Generates marketing analytics reports
- Maps ROI for marketing campaigns
- Tracks deals from inception to sale
- Provides accurate campaign forecasts
- Generates AND nurtures leads
- Website monitoring
- Email marketing

This is a small sampling of 1 branch email campaign: (Note that the system knows the company in the last example, even though it has no contact information!)

ssage  Web_Activity_From_Drip_Email_Campaigns_Jun_2_2014_4_24_AM_EDT.xls (24 KB)

Saf Amhed ?	Apr 18, 2014 09:36 PM	2	http://mkto-d0177.com/530HAM13000003q000AU601	/COAMaster_SpecialOffer1.html	Coquitlam
Michael - Manticore Books	Apr 19, 2014 05:07 PM	1	http://mkto-d0177.com/530HAM13000003q0011tq1c	/COAMaster_SpecialOffer1.html	Orillia
Heather Rothman Royal LePage Team Realty - Heather Rothman	May 02, 2014 07:07 AM	1	http://mkto-d0177.com/530HAM13000003q001KAq02	/COAMaster_SpecialOffer1.html	Montréal
Diana Sneddon Royal LePage Team Realty - Diana Sneddon	May 02, 2014 07:46 AM	2	http://mkto-d0177.com/530HAM13000003q001KAw02	/COAMaster_SpecialOffer1.html	Ottawa
Barb Haqqar Barb Haqqar Real Estate	May 02, 2014 10:23 AM	2	http://mkto-d0177.com/530HAM13000003q001J6F04	/COAMaster_SpecialOffer1.html	Sioux Falls
Rhiannon Cook Manager Auto Xperts Service Centre	May 02, 2014 10:25 AM	1	http://mkto-d0177.com/530HAM13000003q004iiv0b	/COAMaster_SpecialOffer1.html	Hamilton
Tyler Verheul Remax Affiliates Realty - Tyler Verheul	May 16, 2014 08:47 AM	1	http://mkto-d0177.com/530HAM13000003q001L4402	/COAMaster_SpecialOffer1.html	Ottawa
[not provided] Courtyard Condo Assn.	May 30, 2014 05:25 AM	2	http://mkto-d0177.com/u/v0140U7x0duMH60A42k000	/COAUnsubscribePage.html	Hendersonville

This system is so sophisticated; it monitors visits to our website and then contacts the sales rep to communicate with a lead who has been investigating the bench advertising program. The system can trace the individual to the company even without contact information by using the return IP address.

IT'S ALL ABOUT MAXIMIZING YIELD NOT PRICE!!

SALES OF SPONSORSHIP

COA's Sales department is by far the best in the market today. The Sales department introduces COA in the new area establishing strong presence in the small business community learning about the current market and introducing its product to potential sponsors. With each new municipality COA enters, the success rate is unmatched with very low vacancy rate.

Sale of sponsorships is all managed by customized software which increases efficiency while reducing and eliminating error.

TRAINING AND PROJECT IMPLEMENTATION

Our Success flows from:

- Strongly entrenched policies
- Clear and concise procedure guides
- Easily accessible information for ALL employees
- The provision of the necessary tools
- The training necessary to use the tools provided
- Clear delineation of the services provided and the corresponding expectations
- Constant (weekly) training to keep information forefront in the minds of the individuals performing the fulfillment activities
- Continuous research and development to stay forefront on technology and products

COA is fully equipped and experienced to deliver the Scope of Work that City of Port Orange will require.

POLICY AND PROCEDURE MANUALS

COA has extensive Policies, Procedures, and Expectation Guides for every aspect of the organization. The information is available as

- Field Manuals
- Internet Help Files
- Smartphone Applications

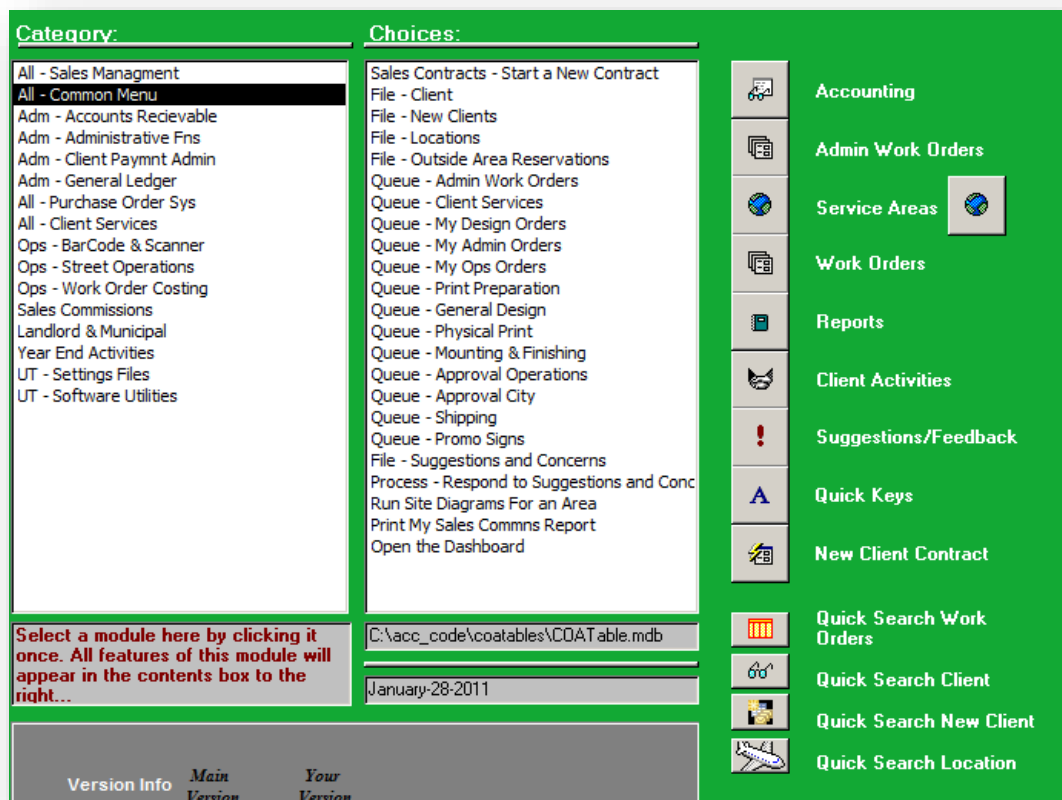
These procedure guides are made as accessible and “Search-able” as possible to encourage their use across the entire company.

COA equips its entire service staff and ALL of its sales representatives with Smart phones that allow web access to all of COA’s data.

Home	Table of Contents
Welcome	>
Contents	>
Contacting (2)	>
COA Basic Concepts (5)	>
COA Resources (11)	>
COA Web Site (12)	>
Policies and Procedures (150)	>
Operating Software (181)	>
Municipal Affairs (4)	>



Our people have on-line guides and videos covering everything from taking photos to sales and marketing philosophies!



Weekly Service and Sales conferences attended by our cross continent staff bring to light both challenges and solutions allowing us to not only develop as a company, but also to be prepared for, and adjust to, circumstances before they become problems!

METHOD AND SUCCESS

ADVERTISING FACE PRODUCTION

COA has a centralized production facility, which manufactures all sponsorship panels for the more than 10,000 units within all of the Municipalities that we operate in throughout North America.

The copy is reverse-printed on the back of a Lexan panel to prevent vandals from having direct contact with the copy. The effects of vandalism are greatly reduced. As vandalism breeds vandalism, the need to keep each unit clean from day one cannot be overemphasized. ***More than keeping the City or the user happy, keeping the units clean keeps the sponsors using the product, and it keeps new sponsors interested.*** It is after all the sponsors through their purchase of the space who make the program possible.



MAXIMUM UTILITY/MINIMUM SIGNAGE

Each installation has a single compact sign face integrated in to the structural frame of the unit. The net benefit to City of Port Orange is a clean uncluttered look for its transit stops.

SPONSORSHIP CONTENT

COA reserves the right in our client contracts to refuse any sponsorship that is found to be:

- Unsuitable or inappropriate
- False, misleading or deceptive
- Relates to an illegal activity
- Depicts violence and/or anti-social behavior
- Hold-up individuals or groups of people to public ridicule, derision or embarrassment
- Includes language, which is obscene, vulgar, or profane



COA, as a matter of policy, does not allow the advertising of any alcohol, tobacco or tobacco related products.

As a result, if any City of Port Orange Official or Board is at any point uncomfortable with sponsorship content we are able to change or remove it without any legal repercussions.

LOCAL BUSINESS COMMUNITY

COA's client base is largely local. While we do serve a number of larger firms, we find that the average yield is higher with the smaller local clients. ***Larger clients do support higher rates, but the vacancy levels are MUCH higher as they only tend to buy brief periods.***

With over 30 years of experience in business, we have never had a year where yields from larger clients exceeded those of the local business. Generally we enjoy a local client base of more than 80%.

COMMUNITY SERVICES AND PUBLIC SERVICE MESSAGES

During the term of the contract, COA will provide the City with up to 10% of available units upon which to promote City initiatives and public service announcements. As a paying customer has priority, should a customer purchase a location where a City's message is in place, COA will do its best to relocate this to a nearby location.

COA will also provide qualified non-profit organizations with free message space to promote upcoming events in the area. Should COA receive a request from a charitable organization, we will happily work with them to assist them in getting their message out to the general public.

COA also assists local organizations with charitable donations. COA believes that it is vital to give back to the communities in which it operates, and we will continue to maintain this philosophy.

PROJECT STRUCTURE

COA is completely equipped and experienced to convert the existing public space amenities in the City of Port Orange. COA's product selection is such that will accommodate both aesthetic and functional requirements for Port Orange, while sustaining economical sponsorship and advertising opportunities to the local small business community.

IMPLEMENTATION PLAN

Working closely with Port Orange and other City officials, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed launch.

Before any work begins, COA's local operations team will conduct a thorough audit of each site. COA usually invites a representative from the City to join the audit so that the City can see the care and detail we take to ensure there is agreement on site selection. It's crucial for the success of the program to choose locations appealing to the program sponsors. A detailed report will then be prepared, including photos of each site, (see Appendix C for report sample). This report will be sent to Port Orange for approval. Only after COA receives approval from Port Orange will work begin on-site.



Where necessary, appropriate agencies will be contacted for "locates" (utility etc. positioning on the site) and the necessary permitting processes. If adjacent property owner permission is required for base installation, COA has extensive experience in approaching the owner and explaining the benefits of the program and all of our COA poured bench pad installations will be ADA compliant. We enjoy around 80% success rate in working with these landowners.

Very rarely do we need to approach those adjacent property owners because we can usually ensure that the units will fit in the municipal right of way.

Once installed, each unit will be GPS coded and uploaded to our interactive website for monitoring by City officials. Additional information on our interactive website will be presented later in this proposal.

COA's use of GPS technology links handheld laser scanners used by our local service team who visits each unit. All service work is logged using the scanner system as well as photos of the sites. All this data is immediately available on our website through WebPortLive.

City officials will be given access to COA's Operations files on line where they can monitor all service history for every installed unit. In addition, Port Orange can interact directly with COA's service team by placing on line work orders for any unit in place.

COA will remain at all times, accessible and accountable for its work in maintaining its units. The City of Port Orange is exempt from all responsibility relating to this program – COA will handle every aspect of the public space amenities program, from start to finish.

PROJECT SCHEDULE

INSTALLATION SCHEDULE

We anticipate to start the installation process after all permits and approvals have been obtained. COA routinely installs more than 100 units a month.

COA would order the units immediately after receiving the affirmative approval of anticipated quantity of units required.

Upon contract award, COA would prepare a detailed installation schedule for City approval. Under no circumstances, will COA install any product without approval from Port Orange. Further, the company will recognize existing contractual obligations of the City regarding the current public space amenities provider and will schedule around these obligations. After installation, COA will have the COA installed units surveyed by a licensed engineer to ensure ADA compliance.



ACCURATE AND TIMELY DELIVERY TO THE ADVERTISING CLIENT

- COA delivers 97% of its product on time on all units, and over 99% on pre-installed units.
- COA bills properly and should there ever be a need to, we will correct any billing or delivery errors.
- COA ensures that both its municipal and commercial clients have up to date and accurate information through its interactive secure web and telephone portals.
- COA handles every aspect of the commercial client's investment from design to installation. Nothing is left to the small business person.

PROPOSED LOCATIONS

Throughout the contract period these principles govern our conduct:

- Service considerations to the pedestrian and general public prevail
- Aesthetic considerations govern
- Safety Considerations govern, and of course
- The City maintains full control over all external aspects of the program.

Locations are always audited with a designated City official (usually Public Works) in attendance so that both COA and the City can ensure the other party is on the same page as to what constitutes a suitable location. Great care is taken to ensure locations meet all Municipal requirements. All areas of interest to the City will be audited and suitable sites will be added to COA's final location report.



ADDING NEW UNITS

The installation and removal of the product is a very efficient and simple process. COA simply needs to be alerted to the need for additional units at new locations and a unit will be installed within 14 days.

The City of Port Orange would send an email, including details of the site location, (or submit a request using COA's operations website), to our Operations Department indicating that a new unit is needed. COA will dispatch the Operations Team to audit the site and prepare a site report for Port Orange, (which will include a photo of the site), and indicate where the unit is required (Sample Site Report Appendix C). Once City of Port Orange approves the site audit, installation and GPS coding of the unit is scheduled.

REMOVING UNITS

City of Port Orange can either send an email to COA's Operations Department with site details and instructions, or submit a work order using COA's interactive operations website. Within a day or so the operations team will be dispatched to remove the unit and the work will be recorded and posted on-line.

If a pad was installed as a part of this project, then the pad will be removed and the ground restored to the original surface.

Confirmation of removal will be sent to Port Orange. If rapid removals for such things as construction are required, COA as a locally based company has the capacity expedite unit removals.

Our contracts with our clients allow us to interrupt their advertising programs at any time. This is important not only for circumstances where restructuring occurs, but also to address such situations as construction, parades etc.

DELIVERY SYSTEMS - POST INSTALLATION

Delivering our services;

- Maintenance
- Design
- Printing
- Sign Manufacturing
- Sign Installation and Removal

to both the municipality and our advertising clients efficiently and effectively requires a very sophisticated administrative system.

With almost 100,000 lines of code and 15 years in development, COA's delivery system is the finest available. Systems fully integrate so that checks and balances apply across all of the areas of control.

Client satisfaction is very high because of these checks and balances. Billing and Finance is automated and tied directly to Operations, Maintenance, Sales, Design, Printing, and Posting. Each zone of responsibility must confirm fulfillment as per specific parameters or the system highlights the exception for management attention.

All activities are run through queues on a "first in first out" or FIFO basis. This system results in a less than .5% client complaint level across more than 10,000 units in over 240 Cities and Towns in North America. Considering that the amenities product is in direct contact with the public, this is exceptional.

COA has acquired several companies over the past 5 years, and all experienced MUCH higher levels of customer dissatisfaction prior to COA taking over!

The operational system COA follows has proven as successful and efficient in keeping records and processes intact eliminating inaccuracy and gaps.

PRODUCT DESIGN PHILOSOPHY

COA is a pioneer in the development and implementation of local format advertising amenity programs. COA's success has come from its ability to address Cities' requirements and formulate an appropriate program that is tailored to each neighborhood's requirement.

COA is able to individualize the program to a specific area through the products it offers. Much of COA's products are designed in-house and offered exclusively by COA.

All of COA's products made of high quality durable materials, installed for ease of maintenance and repair, and are fire, animal, dent, and graffiti resistant. The unit offered is all designed to comply with wheel chair and accessibility regulations.

COA owns all of the molds and dies for most of our products and has never sold a unit on the open market.

DESIGN INNOVATION

COA's focus on new products has centered on the three fundamental concepts: durability, consistency, and modularity. Each product that is introduced to the market has these three factors embedded in their design. COA understands the importance of having products that can withstand the extreme climates that are present in North America. COA uses only the highest quality products in producing their units and that has led to its products having an extremely long lifecycle.

COA believes that the amenities should not stand out on the streetscape, but rather blend into their surroundings. Using this philosophy, COA has designed its product lines around the central concept of "consistency". All modular components share consistent design attributes and angles in order to present one uniform structure. No other products will have the common design elements and durability that these lines offer Port Orange.

PRODUCT DETAILS

THE BOULEVARD

The Boulevard provides extremely comfortable seating for Transit and street patrons. Made of 100% polyethylene exterior (as used in municipal playground equipment) and treated steel it has a unique ridged seat design which allows air to circulate under the unit making the Boulevard bench drier and more comfortable year round.

The Boulevard bench has been purposely structured to allow for placement in every possible location. It is comfortable, functional and durable. The design is an aesthetically pleasing transit seating system with angled edges that do not intrude into pedestrian or transit rider's space. This minimizes the potential for a tripping or bumping injury at the bus stop or on the street-side.

The Boulevard is securely bolted to a pad provided by COA to insure stability in any weather conditions. Each Boulevard will be GPS coded and will remain securely anchored in place at the exact spot selected and approved by the City.



DURABILITY

The Boulevard has no absorbent surfaces to trap rain as its rounded and angled surfaces will run off the water and not pool it in critical areas. Its seating is properly crowned to allow complete runoff. The durability of the Boulevard is unmatched, and there is no way the casual onlooker can differentiate between the 10 year old units and the newest one placed on the street.

Most benches designed of wood or metal have a smooth seat surface which absorbs more heat in summer. Wood deteriorates quickly in the extreme weather conditions, and steel and painted surfaces rust and pit.

FUNCTION

The Boulevard offers center arm rests that assist the elderly in sitting and standing. It has smooth, angled surfaces with no sharp corners, splinters, nails, or screws that may result in injuries. These are very important safety features.

Wood-like slats enhance its urban appearance while providing a functional non-slip surface. The "slats" are molded right into the unit to minimize vandalism. It is modular and secured by "quick seal" fasteners. This means that onsite repairs or part replacement is done in just minutes.



MATERIALS

- 100% Polyethylene
- Unique, "Vandal Resistant "2nd surface signage"
- No exposed hardware
- All "lasting" material composition
- No wood, steel, paint, nails splinters or screws.

COLOR

The Boulevard Bench is available in a range of colors but our experience tells us that "Sandstone" (Right) works well in cities with a variety of different and distinct architectural styles as found in COA's Operational Area.



Boulevard Sign Size: L 71" X H 20.5"

All signs are fully encased in a unique pressure fitted frame with no sharp edges, splinters, nails or screws. Once installed by COA's fully trained maintenance specialists, the ad panel is virtually impossible to open without the use of specialized tools.

Boulevard Bench Size:

L 6'4" x H 40" x D 43"

GENERAL SPECIFICATIONS

The product will not visibly deteriorate for over 20 years and the manufacturing material is 100% polyethylene, the same material cities demand in playground equipment. One of the important properties of polyethylene is that it radiates heat less than metal. Every Boulevard bench will be installed securely on its own pad. (If an existing pad is unavailable then one will be provided by COA at no cost to the City).

The Boulevard will experience ABSOLUTELY NO visible degradation over the life of the program!

The Boulevard is UNIQUE in its adaptability - It converts quickly and easily from an "Advertising Unit" to a "Non-Advertising Unit" for sites that do not, or should not carry advertising panels.

THE LEXINGTON

The Lexington bench has been designed to complement a broad range of City, Town and County landscapes with its outstanding aesthetics and superior engineering.

Old world charm and environmental innovation, have been brought together to blend seamlessly into any streetscape.

The Lexington is a revolutionary bench of its kind. The only heavy steel and aluminum bench with heat control system to facilitate both comfort and durability.

COA designed the Lexington bench from the ground up to be accessible to any City and be affordable to local small business advertisers. The Lexington bench is 100% wheelchair accessible and ADA compliant.



DURABILITY

The Lexington is one of a kind heavy steel and aluminum bench manufactured with Thermo Plastic PVC coating.

Thermo Plastic coating prevents corrosion, reduces maintenance costs and ensures the Lexington will not overheat in hot summer weather conditions. Treated heavy steel and aluminum are used in the Lexington's construction add to the unit's strength and prevent the bench from sagging.

FUNCTION

The Lexington bench includes center arm rests that assist the elderly in sitting and standing and to deter sleeping or reclining on the bench. It has smooth, angled surfaces with no sharp corners, splinters, nails, or screws that may result in injuries. The slotted seat in addition to the smart thermo control system contributes to the temperature control in the hot summer days. The rounded edges and the seat slits prevent rain and water residue from trapping anywhere inside the unit.

MATERIALS

- 100% Treated heavy steel and aluminum
- Ultraviolet stabilized Thermo Plastic PVC Coating
- Unique, "Vandal Resistant" 2nd surface signage
- No exposed hardware
- All "lasting" material composition

COLOR

All aluminum frame components are coated with baked on polyester powder coat available in a variety of colors. Typically the color of choice is black for its timelessness.

Lexington Sign Size: L 71" X H 20.5"

All signs are fully encased in a unique pressure fitted frame with no sharp edges, splinters, nails or screws. Once installed by COA's fully trained maintenance specialists, the ad panel is virtually impossible to open without the use of specialized tools.

Lexington Bench Size:

L 72" x H 43" x D 33"



GENERAL SPECIFICATIONS

The Lexington has the added feature of an eggshell finish on its seat which aids in keeping the unit cool.

Thermo plastic surfaces are graffiti resistant and clean easily. Thermo Plastics used for the Lexington bench are Ultraviolet Stabilized, fused and baked to a 90% gloss finish. Gloss finish not only looks better but also helps the coating from fading over years of sunlight exposure.

The Lexington has been designed for placement in every possible location. It's comfortable, functional and durable design blends into any location. Every bench will be installed securely on its own pad and then GPS coded to the exact location approved by the County.



MAINTENANCE PROCEDURES AND MAINTENANCE SCHEDULE

COA leads the industry in providing their clients with state-of-the-art maintenance procedures, tracking and reporting systems. Port Orange's personnel can quickly and easily determine the current maintenance status of any given amenity location on a 24/7 basis. COA has acquired many contracts due to our superior maintenance program.

COA has built and maintains an extremely advanced proprietary computerized operational system that integrates maintenance, operations, media bookings, vacancies, changes client information, and financial record keeping, all within a single administrative system.



All units are GPS marked and bar-coded providing a unique identification for each unit, which allows the physical location and service record to be recorded.



COA Maintenance staff visit each location as required. They are equipped with a hand-held computer / GPS scanner. These portable units interface with COA's main computer server to record the details of each visit.



The time and date of each visit is recorded along with maintenance that was undertaken and the amount of recycling and waste material collected. Any maintenance issues such as graffiti, vandalism or excessive litter around the unit is also recorded



On a regular basis, each unit receives a thorough cleaning using COA's mobile Power Washing vehicle, completely removing any built-up dirt.



Special notations are made to record whether there was a large amount of litter in the surrounding area or if additional maintenance or repair measures are needed that will then be dealt with in future visits.



Recording any ongoing operational procedures such as sign replacement, weed and snow removal or repairs recommended by either COA or Port Orange's staff.



Information that is collected and entered into the portable computer / GPS unit at the time of the maintenance visit is downloaded to COA's main computer within 12 hours of the visit. Port Orange's staff can access the database at any time via secure access on COA's website in order to inspect or confirm maintenance visits and records.



Detailed and customized maintenance reports can be easily extracted from COA's database and delivered electronically to concerned Port Orange's contacts. Sales and financial reports that may also be required by Port Orange are also generated in the same manner.

UNIT VISIT FREQUENCY

Timing service visits is challenging. Different units across the City will require different frequencies.

Our Maintenance Data and Collection System calculate the number of visits required each week to keep the units clean and attractive. Calculated frequencies are always viewable on WebPortLive. We are able to build a customized maintenance schedule to accommodate the City's needs for EVERY season.

Unit ID	Unit Name	Frequency
1	All	Weekly
1	January	Twice Weekly
1	February	Twice Weekly
1	March	Twice Weekly
2	All	Monthly
22	All	Monthly

Our minimum visit frequency is 1 per week and the maximum is as required.

The Service Visit activities that are included in each visit are as follows:

- Clean the entire outside surface of the unit, wipe the bottom so that is free from mud, road salt, etc.
- Clean and wipe the advertising panel. Make sure the Ad is free of dirt and graffiti.
- Remove any overgrown grass or weeds from around the unit.
- Advise COA of, and repair, any structural damage or problems with regards to the unit or surrounding the unit.
- Make repairs to the unit. This may involve re-anchoring the unit in the event it becomes dislodged, angling the unit, or replacing damaged parts.
- Pressure Washing of units (at least on a semi -annual basis)

It will take maintenance personnel approximately 5 -10 minutes to service each location throughout the term of the contract.

COMPLAINT RESPONSE

Issues may come from a variety of sources. COA provides a variety of ways to "receive" complaints. At any time, 24/7 Municipal clients may enter Work Orders directly into COA's WebPortLive on the internet, or may use the 24/7 hotline at our office number ext. 707. This line is monitored every 4 hours.



During regular business hours, all of our office staff is trained on receiving and handling operations calls.

RESPONSE TIMES FOR REPAIRS

COA will manage the City of Port Orange service area maintenance program by employing local constituents from within the immediate area. We see a great advantage in running our maintenance program with people who add their understanding of local communities to COA's expertise in managing amenity programs that are second to none!



All of our maintenance people undergo substantial training BEFORE they are allowed to work with the product on the street. (All key service requirements in COA's agreement with City of Port Orange are also included in maintenance staff's employment contract.)

City of Port Orange may provide written notice to COA when any unit requires regular maintenance or repair and COA, as soon as is reasonably possible, generally within several hours, but certainly and not later than 24 hours after the giving of such notice, shall

undertake the maintenance or repair required at COA's sole expense.

We also offer an Emergency Reaction Service 1 800 661 6088 x 707 tended 24/7.

Port Orange may provide written notice to COA when any unit requires emergency maintenance or repair if its condition is such that, (in Port Orange's sole opinion), the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 4 hours after the giving of such notice, repair and make safe the unit at COA's sole expense and to the satisfaction of Port Orange.

PRESSURE WASHING SCHEDULING

The weather plays a key role in deciding when to complete the pressure washing. In spring, we try to co-inside the activity with the final spring street clean up.

It is done twice a year, but the winter and spring timing is important. COA has a great deal of experience, in many different climate zones, scheduling the right time to pressure wash the units.

SAFETY PROGRAM

COA's Safety Program has been established through a combination of our acquired operational experience and continually updating and adhering to governmental safety standards. We are proud of our safety record, which has been unblemished since the company was established over 30 years ago.

COA requires its entire operational staff to wear florescent safety vests and boots at all times. Work gloves are also worn whenever possible during the course of maintenance, repairs or installation of any unit.

COA schedules the actual installation or maintenance of its inventory of units during off-peak traffic hours to avoid potential congestion that might otherwise be caused to the flow of vehicular traffic on City



streets. While operational procedures are undertaken, large orange “pylons” are placed the required distance behind the service vehicle and are angled toward the curb. A flashing, intermittent orange warning light is utilized on all service trucks and are used in conjunction to the vehicles 4-way flashers to further inform oncoming traffic of the work situation ahead. Safety barriers are also placed around any excavation sites that are being prepared for the installation of pads for the units. As a part of this offering, COA will install a maximum of 50 sq feet of concrete pad for each bench installation. An ADA clear zone will be at each bench installed, The cross slopes will be as required, and if within the 50 sq feet limitation, a boarding and alighting will also be included. COA undertakes all “locates” before any excavations take place to identify any buried cables or obstructions.

COA adheres to all government safety advisories and regulations and would welcome learning of any additional safety requirements that City of Port Orange would want the firm to be aware of and adhere to in the course of fulfilling this program.



MAINTENANCE TECHNOLOGIES

FLOW CHART – ELECTRONIC DATA MANAGEMENT



COA'S MAINTENANCE AND DATA COLLECTION SYSTEMS

Data Collection and Reporting are critical functions in ensuring that the street amenities are kept clean, functional and safe. Any system to be effective must be written and designed to meet the needs of the program it's meant to monitor.

COA began the development of just such a program over 5 years ago, and today boasts a state of the art proprietary system designed solely to guarantee that the City's objectives for a street furniture program are met.

In addition to a municipality's concerns for aesthetics and functionality, COA's data collection serves the sponsorship client with elements designed to ensure

- proof of performance
- location guarantees and confirmation
- Instant location circumstance information

The system serves the individuals performing the maintenance by:

- recording any and all activities
- creating "before and after" activity photographic evidence
- providing immediate feedback to operations dispatch
- assisting in planning time and money effective routing

The entire system is based on two core elements:

1. A Security Coded Bar Code tag riveted to each and every piece of street furniture AND
2. An all-weather handheld scanner with specific hardware attributes, namely:
 - Laser scanner
 - Full color camera
 - Legible and interactive screen
 - GPS recording module
 - Continuous cellular bi-directional communication connection
 - Voice connection available



To be truly effective the system needed to be directly connected to the master database. Real time, 2-way data flow is the most important so that:

- Municipal clients can see service records to prevent redundancies
- Sponsorship clients can see proof of purchase activity

Maintenance people can get immediate concern work orders without delay and without interruption to their regular activities

SYSTEM HIGHLIGHTS AND SAMPLES

The Main Menu allows the user to select from a variety of functions, but key functions are integrated to make sure that the user does not “forget” specific actions required.

For example a unit installation will require the user to:

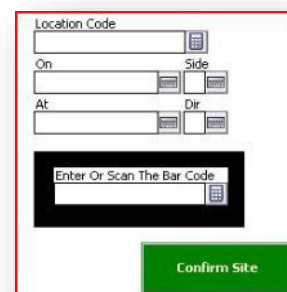
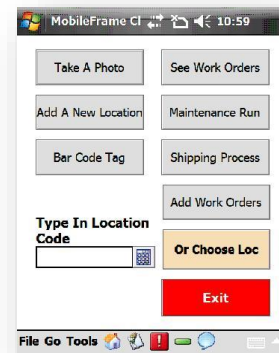
- Install the unit
- Install the bar code tag
- Install a sponsorship panel
- Take photos of the unit

All GPS functions are automatic and built-in requiring no user interaction.

SIGN PLACEMENT CONTROL – CUSTOMER SATISFACTION

COA delivers over 99.8% of its client’s sponsorship panels on time and in the right place. This is unprecedented in the market segment and is made possible through the MDaCS system. The sign tracking and placement confirmation element is one of the most important aspects of the system.

Every aspect of design, printing, and placement (posting) is controlled by the MDaCS system to ensure customer on time accurate delivery. It is the sponsorship client that pays for the program and their satisfaction must be a paramount consideration for any program manager.



MAINTENANCE COURSES

The maintenance team follows a pre-established course. During this course (or service route), the units are scanned in succession.

Regular maintenance runs are “interrupted” by work orders as sites are scanned. Again designed to force compliance, all work orders must be handled before the maintenance person can proceed.

Such Activities as:

- The various tasks completed by the maintenance person
- Snow or brush removal
- Cleaning Activities
- Graffiti clearing
- Any Photos (full color) of the units and/or parts if required by the incoming data

These data collection scanners have bi-directional, real time communication through the cellular data network and the units are voice capable if we need to contact the maintenance person verbally. However, verbal communication is rare because service requests from our municipal and/or advertising clients are transmitted directly to the units for completion.

DATA AVAILABILITY

The data collected which currently feeds directly into our master databases, if needed can be easily exported to Excel, PDF or CSV files. It is our hope that working with any municipality, we will be able to move this data directly to any type of Asset Management System the municipality may incorporate.

In theory, this would also allow a municipality the opportunity to feed data back through our system for maintenance requests therefore minimizing the costs and errors associate with the data movement. (This can presently be done for municipalities without asset management systems through our Web Portal. (See our WebPortLive description.)

The screenshot shows the 'MobileFrame Client' application. It features a table with the following data:

WorkOrder	DocketNu	ActionCod	Comme
90720402	3300507	CC	
90730319	3300507	SA	
90730319	3300507	CS	
90731326	3300507	TP	

Below the table are buttons for 'Up', 'Down', and 'Select'. At the bottom, there is a 'Location Code' field with the value '40189410' and a 'Finished With WOs' button.

The screenshot shows the 'MobileFrame Client' application with a form for entering work order details. The form includes the following fields and buttons:

- Location Code: 40189410
- OpenWOWONum: 907204025504
- TaskCode: 970
- Action: CC
- Docket: 3300507
- Action Text: Check Site or Construction
- Description: Check Site for returnPlease check this loca
- OpenWOComments: (empty field)
- Buttons: Delete (red), Leave (Back) (grey), Done (Post) (green)

COA's application server retrieves the stored information and processes it, recording the site visit as completed, and posting the site visit information to:

- Primary database
- Web Portal
- Mobile Information Database

(These are all the same source, simply different ways of accessing and viewing the data).

FOLLOW UP AND EMAIL ALERTS

New "Follow-Up Work Orders" automatically created

Email alerts to municipal and/or sponsorship clients upon completion

This process may also generate new work orders for site/location requirements. In addition, a municipality may provide COA with an email address for electronic confirmation. Once attached to the municipal account, specific work orders may be marked as requiring municipal notification.

All of the maintenance software, with the exception of the operating systems (Microsoft Windows Mobile 6 Pro) is proprietary to and belongs to COA.



COA'S WEBPORTLIVE

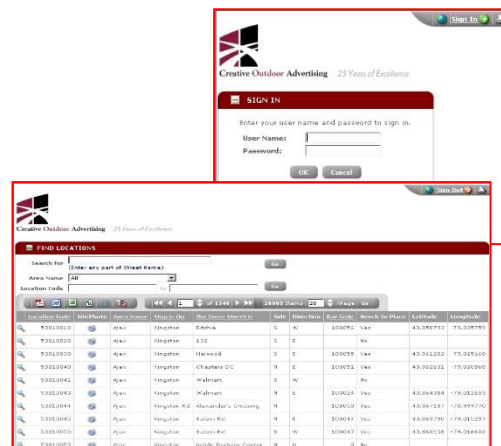
COA has an industry standard on-line, interactive system to assist municipal officials in monitoring the amenity program. Each amenity can be viewed, and COA's ongoing service and maintenance work can be tracked.

"UP TO THE HOUR" REPORTING

Any municipality can secure many "UP to the Hour" Reports. This means that the data they are viewing is current and immediate. COA's Collection System combined with our Web Portal **WEBPORTLIVE**, brings literally live data directly to the municipal user.

There is NO human interaction required to put data directly into the municipality's hands, it comes directly from the scanners to the portal in no more than 1 hour!

Logging-in is simple, and information access is quick and efficient.

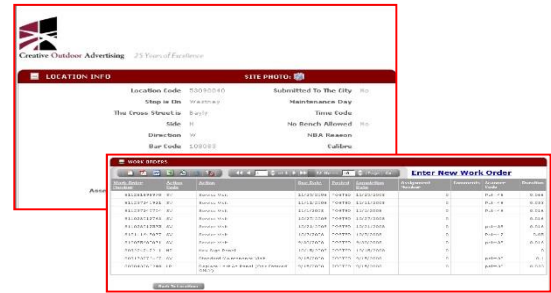


OPTIONS

“Site Photo”: Clicking on the Icon will show photos taken on site

“Magnifying Glass”: This icon brings up site info and recent service history

“Enter New Work Order”: Brings up a drop down menu for a specific site and allows you to request specific action is taken related to that site



Readers are invited to look over this service innovation that we are pleased to make available to Municipal clients.

Once logged-in the user will be exposed to our site **Search and Selection**. Users can search the locations by street name or location code.

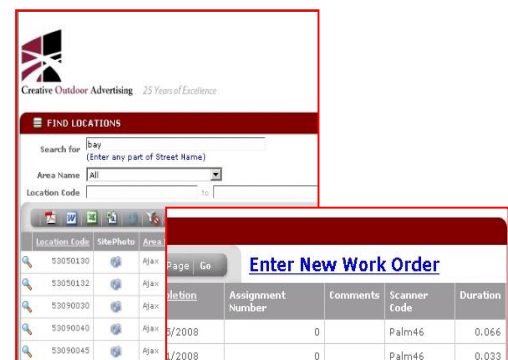
By typing in only a portion of the name, the system will show the user all of the possibilities. From these you can choose a number of options. Typing "bay" Brings up both the streets that matches "bay" and the cross streets that match "bay".

The user can see a site photo by clicking the camera icon, and can see the site details by clicking on the magnifying glass on the far left of each site.

There are many details showing, but the user can see the Work Orders for this site by looking at the bottom of the page.

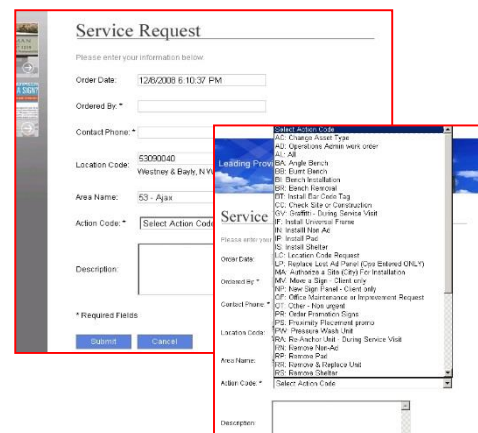
WORK ORDER HISTORY

This page shows all the work orders for this site for the most recent period. Please be aware that this is not quite real time, and that Service Visit Actions are NOT (but can be) all included. (This omission relates to the technology used for the creation of this data and a “drowning in data” issue for the user. To adjust your service reports please call the office.)



To enter a new Work Order, a user simply clicks on the New Work Order section.

This will take the user to an entry screen where they select an Action Code then simply submit the order. Put in a description, and the COA ops team will get to the order within 4 hours.



This system allows access to a variety of different information including:

- Employee completion ID
- Dates
- Work details
- Images of the units on site
- Longitude and latitude covering every site we have in COA's network

☐	Location Code	Area Name	Stop On	Cross Street	Side	Dir	BIP	Longitude	Latitude	Map	Availability	Rate 1 (1 Unit)
☐	28000522	Brampton, ON	Sandalwood	Sunny Meadow	S	W	Yes	-79.73968	43.74909	MapIt	Available	\$149.00
☒	28000524	Brampton, ON	Sandalwood	Sunny Meadow	N	E	Yes	-79.7389	43.74929	MapIt	Available	\$149.00
☒	28000570	Brampton, ON	Sandalwood	Torbram	N	W	Yes	-79.74858	43.76544	MapIt	Available	\$149.00
☒	28000883	Brampton, ON	Peter Robertson	Mountainash	S	W	Yes	-79.73223	43.78047	MapIt	Available	\$149.00
☐	28003055	Brampton, ON	Williams Parkway	Chrysler	N	E	Yes	-79.714507	43.749175	MapIt	Available	\$149.00

The site is comprehensive and offers a municipal client extensive information.

This two-way communication has been a particular favorite for municipal clients as it allows municipal staff to input directly the location and work required.

All work orders record the source of the work request and naturally the public is a source. We can easily track both the complaints received and COA's response to the complaint through easy access to our work order records.

Activities carried out become easy to read with time organized line items. Each line contains the controls necessary to instantly access photos, geographic location images and much more.

SITE IMAGES

A full photo set exists for each location. Before and after photographs show the user how the site has changed with the installation. Digital Images are seen as thumbnails, but can also be viewed and/or downloaded full size.

INFORMATION AVAILABILITY

Information can be requested in a variety of forms for the City to ensure that our clients can access and USE the information efficiently.

Reports and sets of data can be secured as PDF, Word, raw text, excel and/or mapped. This ensures that our reports cover all spectrums with regards to data accessibility. From this almost any data analysis can be done for the City.

Location Pictures

26003055 Williams Parkway Chrysler N E

Installed Pictures



11/19/2008 7:03:08 AM



11/19/2008 7:03:00 AM



11/19/2008 7:02:50 AM

Pre-Install Pictures



8/12/2008 11:16:32 AM



8/12/2008 11:16:12 AM

The data is under a less than 1 hour delay, (for system protection) but users are able to bring “NOW” data to meetings and conferences.

City will have access to the system to monitor the condition of the units and advertising content and to:

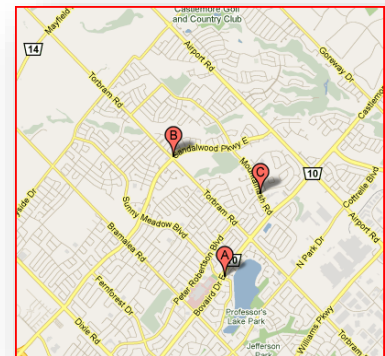
- Create single item work orders for expedited tasks or group similar tasks
- Easily download and upload maintenance tasks to a hand-held unit (Laser Scan technology)
- COA can define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Capture complete history for analysis and forecasting (submitted to City to provide site by site analysis of historical data related to all maintenance)
- Some examples of the reports that the City can draw from the portal include:
 - Street furniture types and Street furniture locations
 - Maintenance activities performed (daily, weekly, monthly)
 - Location of site
 - Staff member performed
 - Activity performed (installation, cleaning, repair, etc.)
 - Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
 - Other problems, notes, issues, details by site, cost of repair, installation, parts, labor, fuel, etc.



MAPPING

Any set of data can be mapped to illustrate the geographic coverage. These maps aid our advertising clients in plotting out their message coverage giving them a solid sense of their reach to their audience. This is critical in offering our small business clients a close reach coverage program.

Our municipal clients frequently use this information to administer their programs and to ensure they have the service coverage they want.



WEBPORTLIVE SUMMARY

COA's web portal WebPortlive:

- Makes data fully available in all for the City
- Maps all or portions of the database
- Gives the user FULL access to COA's maintenance activities at ALL times
- Ensures that users have up to the hour data access

It's the answer to:

- Seeing
- Monitoring
- Controlling

The Activity on the street!

COA'S AUTOMATIC DATA DEPLOYMENT SYSTEM - (ADDS)

Municipal organizations may also request use of COA's Automatic Data Deployment System (ADDS). This system creates reports that can be formatted and emailed directly to the required person on a frequency as required by the organization or department.

Some examples of the reports that the City can automatically receive include:

- Inventory database by street furniture type
- Street furniture locations
- Maintenance activities performed (daily, weekly, and monthly)

Auto Report Distribution Listing				
User ID	Report Literal	Run Code #	Day Of Period	ID
Gray ▾	Units By Location	54	27	3246763765
Gray ▾	Sites to Be Developed	54	18	911183852440
Aruda ▾	Maintenance Required in Period	22	20	1011276961456
▾				0

The Maintenance report details:

- Date of work order
- Location of site
- Staff member who performed the work
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site
- Cost of repair, installation, parts, labor, fuel, etc.
- Reports by employee noting average work time, route, and maintenance duties performed, etc.

Full mapping services by GPS location

- By street furniture type
- By maintenance issue

The ADDS system ensures that the people who need the information – Get the information, ACCURATELY and ON TIME!!

REVENUE TO THE CITY OF PORT ORANGE

Unlike many outdoor advertising companies COA will work primarily with local independent business owners in Port Orange. We contract with program sponsors for a term of one year. This longer term agreement ensures a strong and healthy program for the city. COA has never missed a payment to any of its Municipal partners.

COA will agree to share a portion of the net revenue generated by the sponsorship program and its associated advertising with the City of Port Orange. Payments are generally made on a monthly basis but alternate arrangements can be made if the City wishes.

Net Revenue is described as Total revenue received less: (this is a general industry definition)

- Posting fees
- Outside Sales Commissions
- Design Fees
- Printing Fees

It is our experience that a “per face” payment program is the fairest to both parties. If units are removed it, it does not unfairly burden the vendor, and as units are added, the City participate in the added revenue.

FINANCIAL INFORMATION

Balance Sheet and Income Statement included in Appendix B.

REFERENCES

References included in Appendix A.

IN CONCLUSION

City of Port Orange is now in an excellent position to install a well-designed, transit amenities program. Experience of contractor and quality of product are paramount considerations! COA possesses this experience and offers this quality!

Over the years, COA has evolved as an organization. We have more experience in the management of outdoor sponsorship products and related management programs than any other firm today. This experience has shown us that, simply speaking, certain products are better than others. Each year, The City spends a large amount of money on aesthetic and environmental considerations. It does so because the considerations are foremost. COA understands this and continually works to improve upon our already superior amenities program.

COA... over 30 Years of Excellence

Appendix A

MUNICIPAL REFERENCES

A Sample of Our Municipal Partners...

Edmonton,	AB	Parker	FL
Leduc,	AB	S.Walton County,	FL
Lethbridge,	AB	Springfield,	FL
Greenville,	AL	Wakulla County,	FL
Hartford,	AL	Walton County,	FL
Little Rock,	AR	Hernando County	FL
Fort Smith,	AR	Palm Beach County	FL
Hot Springs,	AR	Riviera Beach,	FL
Kamloops,	BC	Baldwin,	FL
Campbell River,	BC	Boise,	ID
Colwood,	BC	Clinton,	IA
Conquitlam,	BC	Evanston,	IL
Prince George	BC	Bogal,	LA
Mission,	BC	Revere,	MA
Jefferson County,	CO	Annapolis	MD
Lakewood,	CO	Kansas City,	MO
Arvada City,	CO	Columbia,	MS
Denver,	CO	Hattiesburg,	MS
Pueblo,	CT	Meridian,	MS
Bridgeport,	CT	Bergenfield,	MS
Baldwin	FL	Bloomfield,	NJ
Callaway	FL	Bogota,	NJ
Live Oak,	FL	Clearlake,	NJ
Norwalk,	CT	Dumont,	NJ
North Lauderdale,	FL	Edison,	NJ



And Many More...

Fairlawn,	NJ	Newmarket,	ON
Hackensack,	NJ	Niagra Region,	ON
Montclair,	NJ	New Castle,	ON
Palisades Park,	NJ	Orangeville,	ON
Perth Emboy	NJ	Orillia,	ON
Rochelle,	NJ	Ottawa Carleton,	ON
Springfield,	NJ	Owen Sound,	ON
Teaneck	NJ	Pickering,	ON
Las Vegas	NV	Port Perry,	ON
Halifax,	NS	Richmond Hill,	ON
Aurora,	ON	Sarnia,	ON
Barrie,	ON	St. Catharines,	ON
Bowmanville,	ON	Vaughan,	ON
Brampton,	ON	Welland,	ON
Brantford,	ON	Whitby,	ON
Burlington,	ON	Windsor,	ON
Cambridge,	ON	York,	PA
Cobourg,	ON	Gatineau,	QC
Cornwall,	ON	Columbia,	SC
Guelph,	ON	North Charleston,	SC
Hamilton,	ON	Moose Jaw,	SK
Kingston,	ON	Saskatoon,	SK
Kitchener,	ON	Spokane,	WA
London,	ON	Green Bay,	WI
Newcastle,	ON		



REFERENCES

REFERENCE

PALM TRAN	FLORIDA
BRUCE GUYTON	TRANSIT PLANNER
561 841-4274	BGUYTON@PBCGOV.ORG

REFERENCE

HERNANDO COUNTY	FLORIDA
JANNINA STAMPFLI	TRANSIT COORDINATOR
352 754-4057 EXT. 28015	JSTAMPFLI@HERNANDOCOUNTY.US

REFERENCE

JEFFERSON COUNTY	COLORADO
ROBERT TAYLOR	RIGHT OF WAY AGENT
303 271-8459	RBTAYLOR@JEFFCO.US

Appendix B

FINANCIAL REPORTING

**THE BENCH PRESS LTD.
COMBINED BALANCE SHEET
AS AT DECEMBER 31, 2014**

	<u>2014</u>	<u>2013</u>
ASSETS		
Current		
Cash and marketable securities, at cost	\$250,779	\$127,760
Accounts receivable	914,979	955,598
Prepaid expenses and other current assets	934,868	837,230
Inventory	39,595	46,337
	<u>2,140,221</u>	<u>1,966,925</u>
Long term		
Capital	9,290,919	8,951,532
Deferred development costs	873,484	818,583
	<u>10,164,403</u>	<u>9,770,115</u>
	<u>\$12,304,624</u>	<u>\$11,737,040</u>
LIABILITIES		
Current	<u>\$2,401,550</u>	<u>\$2,411,494</u>
Long term		
Long term debt	<u>4,405,454</u>	<u>4,013,131</u>
Deferred income	<u>1,530,030</u>	<u>1,502,184</u>
	<u>8,337,034</u>	<u>7,926,809</u>
SHAREHOLDERS' EQUITY	<u>3,967,590</u>	<u>3,810,231</u>
	<u>\$12,304,624</u>	<u>\$11,737,040</u>

Note, these statements are for the combined US and Canadian operations of The Bench Press Ltd., which unconditionally guarantees the performance of its related companies with respect to their ability to fulfill their contracted obligations.

**THE BENCH PRESS LTD.
COMBINED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2014**

	<u>2014</u>	<u>2013</u>
Sales		
Bench rentals	\$8,575,650	\$8,447,571
Other	169,139	102,810
	<u>8,744,789</u>	<u>8,550,381</u>
 Direct costs	 <u>4,437,087</u>	 <u>4,101,654</u>
Gross margin	<u>4,307,702</u>	<u>4,448,727</u>
 Operating expenses	 1,946,392	 2,011,825
Interest on long term debt	249,796	295,315
Other expenses	1,873,637	1,841,295
	<u>4,069,825</u>	<u>4,148,435</u>
 Income (loss) before provision for taxes	 237,877	 300,292
 Provision for income taxes	 <u>46,119</u>	 <u>113,807</u>
 Net income(loss) for the year	 <u>\$191,758</u>	 <u>\$186,485</u>

Note, these statements are for the combined US and Canadian operations of The Bench Press Ltd., which unconditionally guarantees the performance of its related companies with respect to their ability to fulfill their contracted obligations.

Note the company is in rapid growth mode, so included in "other expenses" is the non-cash amortization expense of \$1,534,902 in 2013 and \$1,643,448 in 2014.

Appendix C

SAMPLE SITE AUDIT REPORT

SITE AUDIT

SAMPLE OF A COA SITE PROPOSAL: PRESENTED FOR APPROVAL AFTER COMPLETION OF STREET AUDIT.

Bus Stop:		900954			Routes:		VIVA		
On-Street:		Highway 7 West			At-Street:		Martingrove Rd.		
Facing Dir:		North			Municipality:		York		
ADA	BNC	SHL	LIT	GAR	TEL	RIS	BIKE	BB	TRF
Yes	No	No	Yes	Yes	No		No		Yes

Longitude
-79.809935
Latitude
43.259704

Waiting Pad
Concrete Yes
Asphalt
Sod
Other

Posted Kmph
60



Surface End Treatment	Check	Distance to Proposed Infrastructure
Curb & Gutter (< 4-ft)		10 feet and two inches from the curb.
Flush Shoulder (> 16-ft)		

Other Issues	Y	N
Within right of way	Yes	
≥ 2% slope	Yes	
≥ 3-ft circulation	Yes	
≥ 300-ft from RR X-ing	Yes	
≥ 15-ft from fire hydrant	Yes	
≥ 20-ft from sewer open	Yes	
ADA accessible route	Yes	
Before bus stop	Yes	
Behind sidewalk	Yes	
Buffer behind bus stop	Yes	
Minimum sight distance	Yes	
Easement required		No

Proposed Amenity	
Boulevard	
Proposed By	
Karl Rumeo	
Approved:	Yes
Returned w/o Action:	
Rejected:	
Date:	June 23, 2006

Appendix D

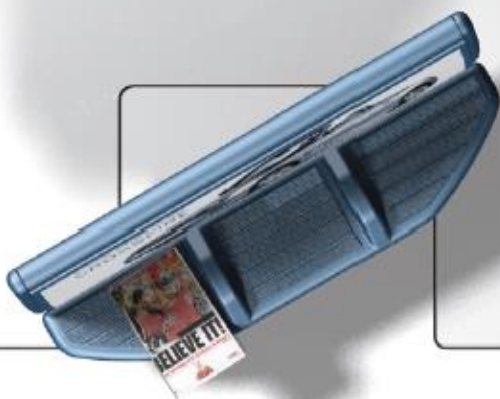
PRODUCT INFORMATION

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD ATTRACTIVE, FUNCTIONAL, MODERN.



The "Boulevard" will transform and enhance the quality of your environment while providing a comfortable, attractive and functional seating amenity. We use only materials that withstand the demands of heavy usage and extreme climates. We provide unique, vandal and graffiti resistant second surface signage. The "Boulevard"... an ideal solution to your outdoor furniture needs.



Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD

DESCRIPTION

The unit has molded in slats that deter vandalism and at the same time provide a non-slip surface for users. The "Boulevard" will fit into virtually any space and is attractive from all angles. There is no exposed hardware. The crowned seats allow for water and snow to slide off to prevent any residue build-up.

The unit features center armrests and angled outer seats that give the unit a sleek profile and an attractive, unique look.

Over 20 years of COA's knowledge and experience in the street furniture industry have gone into the design of this bench, making it one of the most innovative stand-alone benches ever designed.

SPECIFICATIONS

MODEL	Boulevard
MATERIAL	Polyethylene
COLORS	Various
FINISH	Matte
DIMENSIONS	6' (L) x 2'2" (D) x 43" (H), Weight 112 lbs approx.
INSTALLATION	Bolted to concrete surface or recycled plastic pad
BOARD MESSAGING	Area per single face: 71"x20.5"



Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

THE LEXINGTON CONTEMPORARY ATTRACTIVE ALL WEATHER

Outstanding aesthetics and superior engineering have come together in the "Lexington". Corrosive free and maintenance free, the Lexington is constructed with Thermo-Plastic PVC coating over treated high strength heavy steel and aluminum. The Lexington is the strongest, most durable Thermo Plastic coated bench on the market today.

The Lexington's rugged all weather construction and finish is ideal for regions with extreme weather conditions. It will not overheat on even the hottest days and has been tested to endure winter road salt, snow and ice.

The Lexington will complement any streetscape and is an eye catching, worry free bench solution.



Creative Outdoor Advertising

T: 1.800.661.6088

F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

THE LEXINGTON

DESCRIPTION

Functional design and innovative construction include:

- Smooth rounded edges and no exposed hardware to protect public.
- Arm rests assist seniors and discourage vagrancy.
- Use of treated heavy steel prevents sagging
- Sign panel proportional to bench design.
- Galvanized frame coated with baked on polyester black powder coat finish
- COA "Second Surface" sign technology
- DOT compliant.

Thermo Plastic PVC Coating:

- Ultraviolet stabilized, fused and baked to a 90% gloss finish looks great and prevents fading.
- All weather excellence, will not overheat
- Graffiti resistant, easy to clean
- Seats have eggshell finish for added heat dispersion



SPECIFICATIONS:

- Model Lexington
- Material Treated heavy steel and aluminum
- Colors Various (Gloss)
- Finish Ultraviolet stabilized Thermo Plastic PVC Coating and Baked on polyester black powder coat
- Dimensions:
 - Unit width 72" $\frac{5}{8}$
 - Unit height 43" $\frac{5}{8}$
 - Seat from ground height 16"
 - Unit depth 28 $\frac{1}{4}$ "
 - Seat depth 20 $\frac{1}{2}$ "
- Signs "Second Surface" sign mounted on (71" x 20.5") Lexan panel
- Installation Anchored with lag bolts and assigned a GPS verified barcode



Creative Outdoor Advertising

T: 1.800.661.6088

F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

Appendix E

REQUIRED FORMS

PUBLIC ENTITY CRIME STATEMENT

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~

Palm Beach

Before me, the undersigned authority, personally appeared affiant Amanda Wong, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: Creative Outdoor Advertising of America Inc.

By: Amanda Wong, Director of Municipal Administration

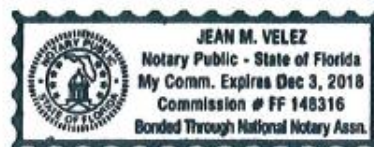
Printed Name and Title

Date Signed: Amanda Wong

The foregoing instrument was acknowledged before me this 17th day of June, 2015, by Amanda Wong, as Director of Municipal Administration of Creative Outdoor, and who:

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

Jean M. Velez
Notary Public, State of Florida
Printed Name, Commission Seal and Term Expiration Date



ANTI-COLLUSION STATEMENT

SECTION 00180

ANTI-COLLUSION FORM

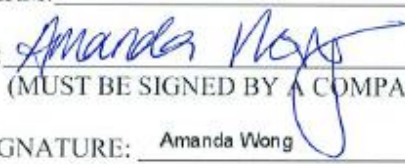
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: Creative Outdoor Advertising of America Inc.

SIGNED BY: 

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

PRINTED SIGNATURE: Amanda Wong

TITLE: Director of Municipal Administration

ADDRESS: 1930 Commerce Lane, Suite 1

CITY: Jupiter STATE: Florida ZIP CODE: 33458

TELEPHONE: 1-800-661-6088 FAX: 1-866-426-2237

COMPLETION TIME: July 8, 2015

F.E.I.N. NUMBER: 522284776

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

NO PROPOSAL (REASON):

DRUG FREE STATEMENT

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, 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.

FIRM: Creative Outdoor Advertising of America Inc.

Amanda Wong
Name and Title: Amanda Wong, Director of Municipal Administration

The foregoing instrument was acknowledged before me this 17th day of June, 2015, by Amanda Wong, as Director of Municipal Admin and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Jean M. Velez
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CREAOUT OP ID: HP

DATE (MM/DD/YYYY)
06/17/2015

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

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

PRODUCER Global Insurance Services, Inc 21301 Powerline Road #211 Boca Raton, FL 33433 Eric Klein		CONTACT NAME: Eric Klein PHONE (A/C, No, Ext): 561-487-6001 FAX (A/C, No): 561-451-9825 E-MAIL ADDRESS:	
INSURED Creative Outdoor Advertising of America 1930 Commerce Lane Jupiter, FL 33458		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American States Insurance	
		INSURER B: Twin City Fire	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			01CI5131604	08/30/2014	08/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			01CI558156-4	01/12/2015	01/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WECAE1936	01/09/2015	01/09/2016	☒ 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

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

CERTIFICATE HOLDER CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129	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
--	--

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ACORD 25 (2014/01)

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SCHEDULE OF UNIT PRICES - BOULEVARD

SECTION 00095
SCHEDULE OF UNIT PRICES
RFP #15-25 BUS BENCH ADVERTISING
BOULEVARD

*Pricing for each item shall include all costs associated with each bench at each location.
Proposers must bid on all benches listed.

Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
1	I	2855	SWALLOW TAIL AND VILLAGE TRAIL	\$ 360	\$ 30
2	I	486	NOVA & TREE GARDEN SB	\$ 360	\$ 30
3	I	464	OAK TRAIL & NOVA IB	\$ 360	\$ 30
4	I	435	MILES DR. & NOVA IB	\$ 360	\$ 30
5	I	418	PALM BLVD. & NOVA IB	\$ 360	\$ 30
6	I	406	NOVA & SPRUCE CREEK IB	\$ 360	\$ 30
7	I	346	WOOD & NOVA IB	\$ 360	\$ 30
8	I	326	PATHFINDER BLVD. & NOVA IB	\$ 360	\$ 30
9	I	314	FARMBROOK RD. & NOVA IB	\$ 360	\$ 30
10	I	311	S. WILLOW AV. & NOVA IB	\$ 360	\$ 30
11	I	301	ACACIA DR. & NOVA IB	\$ 360	\$ 30
12	I	263	1 & NOVA 4 IB	\$ 360	\$ 30
13	I	265	BAYSHORE & U.S. 1 IB	\$ 360	\$ 30
14	I	271	5623 RIDGEWOOD IB	\$ 360	\$ 30
15	I	277	5561 S. RIDGEWOOD IB	\$ 360	\$ 30
16	I	286	NIVER & US1 IB	\$ 360	\$ 30
17	I	297	COMMONWEALTH & US 1 IB	\$ 360	\$ 30
18	I	303	KIRBY PL & US 1 IB	\$ 360	\$ 30
19	I	312	KATHERINE ST. & U.S. 1 IB	\$ 360	\$ 30
20	I	315	NORMAN ST. & U.S. 1 IB	\$ 360	\$ 30
21	I	325	WHITE PL & US 1 IB	\$ 360	\$ 30
22	I	329	FOX PLACE & US 1 IB	\$ 360	\$ 30
23	I	330	OAK CT. & US 1 IB	\$ 360	\$ 30
24	I	345	ACACIA DR. & NOVA IB	\$ 360	\$ 30
25	I	2281	US 1 AND DUNLAWTON 4 NB	\$ 360	\$ 30
26	I	2282	HERBERT & US 1 IB	\$ 360	\$ 30
27	I	371	2ND ST. & 1 IB	\$ 360	\$ 30

COA is committed to paying the City of Port Orange \$30 per Boulevard Bench per month, regardless of location, which is equivalent to \$360 per Boulevard bench per year. On 128 Boulevard benches, the revenue share for the City of Port Orange is \$46,080

00095 - 1

SCHEDULE OF UNIT PRICES – LEXINGTON

SECTION 00095 SCHEDULE OF UNIT PRICES RFP #15-25 BUS BENCH ADVERTISING

Lexington

*Pricing for each item shall include all costs associated with each bench at each location.
Proposers must bid on all benches listed.

Item No.	Inbound/ Outbound	Stop No.	Description	Unit Cost	Extended Monthly Total
1	I	2855	SWALLOW TAIL AND VILLAGE TRAIL	\$ \$200	\$ 16.66
2	I	486	NOVA & TREE GARDEN SB	\$	\$
3	I	464	OAK TRAIL & NOVA IB	\$	\$
4	I	435	MILES DR. & NOVA IB	\$	\$
5	I	418	PALM BLVD. & NOVA IB	\$	\$
6	I	406	NOVA & SPRUCE CREEK IB	\$	\$
7	I	346	WOOD & NOVA IB	\$	\$
8	I	326	PATHFINDER BLVD. & NOVA IB	\$	\$
9	I	314	FARMBROOK RD. & NOVA IB	\$	\$
10	I	311	S. WILLOW AV. & NOVA IB	\$	\$
11	I	301	ACACIA DR. & NOVA IB	\$	\$
12	I	263	1 & NOVA 4 IB	\$	\$
13	I	265	BAYSHORE & U.S. 1 IB	\$	\$
14	I	271	5623 RIDGEWOOD IB	\$	\$
15	I	277	5561 S. RIDGEWOOD IB	\$	\$
16	I	286	NIVER & US1 IB	\$	\$
17	I	297	COMMONWEALTH & US 1 IB	\$	\$
18	I	303	KIRBY PL & US 1 IB	\$	\$
19	I	312	KATHERINE ST. & U.S. 1 IB	\$	\$
20	I	315	NORMAN ST. & U.S. 1 IB	\$	\$
21	I	325	WHITE PL & US 1 IB	\$	\$
22	I	329	FOX PLACE & US 1 IB	\$	\$
23	I	330	OAK CT. & US 1 IB	\$	\$
24	I	345	ACACIA DR. & NOVA IB	\$	\$
25	I	2281	US 1 AND DUNLAWTON 4 NB	\$	\$
26	I	2282	HERBERT & US 1 IB	\$	\$
27	I	371	2ND ST. & 1 IB	\$	\$

The Lexington is substantially more expensive than the Boulevard bench. With the additional capital cost, COA is committed to paying the City of Port Orange \$16.66 per Lexington Bench per month, regardless of location, which is equivalent to \$200 per Lexington bench per year. On 128 Lexington benches, the revenue share for the City of Port Orange is \$25,600

00095 - 1

TOTAL GUARANTEE – BOULEVARD

SECTION 00120

TOTAL GUARANTEE

RFP#15-25 BUS BENCH ADVERTISING

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **bus bench advertising** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Request for Proposals.

Company Name: Creative Outdoor Advertising of America Inc.

Contact Person / Title: Amanda Wong / Director of Municipal Administration

Mailing Address: 1930 Commerce Lane, Suite 1, Jupiter State: FL Zip: 33458

Phone: 1-800-661-6088 Fax: 1-866-426-2237 E-Mail: municipal@creativeoutdoor.com

Signature: 

Submitted on: July 8, 2015.

QUARTERLY GUARANTEE: Eleven Thousand Five Hundred & Twenty Dollars (Boulevard)
(minimum \$10,000) (In Words)

QUARTERLY GUARANTEE: \$11,520
(minimum \$10,000) (In Figures)

All proposal prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

TOTAL GUARANTEE – LEXINGTON

SECTION 00120

TOTAL GUARANTEE

RFP#15-25 BUS BENCH ADVERTISING

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal to which the work pertains; that this Proposal is made without connection or arrangement with any other company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith and without collusion or fraud.

The Proposer further declares that he has examined the site of the work and that from personal knowledge and experience that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for the work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the specifications are for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in accordance with the contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **bus bench advertising** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future change orders. The Contractor shall perform these obligations for the prices listed attached and made a part of this Request for Proposal.

Company Name: Creative Outdoor Advertising of America Inc.

Contact Person / Title: Amanda Wong / Director of Municipal Administration

Mailing Address: 1930 Commerce Lane, Suite 1, Jupiter State: FL Zip: 33458

Phone: 1-800-661-6088 Fax: 1-866-426-2237 E-Mail: municipal@creativeoutdoor.com

Signature:  Submitted on: July 8, 2015.

QUARTERLY GUARANTEE: Sixty Four Hundred Dollars (Lexington)
(minimum \$10,000) (In Words)

QUARTERLY GUARANTEE: \$6,400
(minimum \$10,000) (In Figures)

All proposal prices shall be written in ink, in both words and numerals, in the blank spaces of this form, with the amounts extended if a unit price bid, and all amounts totaled. In the event of a discrepancy between the written amounts and the numerals, the written amounts shall govern and be considered as the price bid.

LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

SECTION 00125 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/BID/CONTRACT/PROJECT # (as applicable): RFP# 15-25

BUSINESS NAME: Creative Outdoor Advertising of America Inc.

CONTACT PERSON/TITLE: Amanda Wong / Director of Municipal Administration

MAILING ADDRESS: 1930 Commerce Lane, Suite 1

CITY-STATE-ZIP: Jupiter, FL 33458

Length of Time at Address Provided: 11 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): 522284776

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

PHONE NUMBER: 1-800-661-6088

FAX: 1-866-426-2237

EMAIL: municipal@creativeoutdoor.com

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

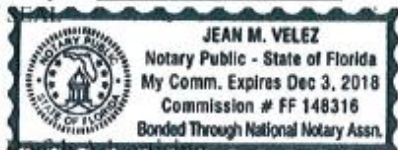
ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five 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 ^{Jupiter}Port Orange personally appeared Amanda Wong who, after being sworn according to law, stated that he or she was authorized to represent Creative Outdoor 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

Jean M. Velez
SIGNATURE OF NOTARY PUBLIC
THIS 17th DAY OF June, 2015
My Commission Expires:
NOTARY SEAL



Amanda Wong June 17, 2015
SIGNATURE OF AFFIANT DATE
Amanda Wong / Director of Municipal Administration
PRINTED NAME OF AFFIANT / TITLE
Creative Outdoor Advertising of America Inc.
COMPANY

Appendix F

ADDENDUM IDENTIFICATION AND VERIFICATION

Appendix G

COA, CORE PRINCIPALS



Creative **Outdoor** Advertising

COA Operations Principles

1. Complete Your Task Properly the First Time

- a. All units should be safe, clean and left in good condition with no graffiti or structural damage.
- b. All signs should be printed, shipped, installed with accuracy and on schedule.

2. Provide Complete and Accurate Information to Everyone

- a. All staff should always:
 - Report work order complete accurately and on time.
 - Provide feedback to other departments regarding changes and/or concerns.
 - Do as you say, say as you do

3. Demonstrate A Positive and Professional Attitude

- a. All staff should be dressed in proper attire at all times.
- b. All vehicles and work areas should remain clean and orderly.
- c. As COA representatives, it is imperative you remain courteous and respectful at all times.

4. Fulfill Your Responsibilities in a Timely and Accurate Fashion

- a. Organize and prioritize your work.
- b. Plan your work, work your plan.

5. Your Success is the Company's Success

- a. Know how to do your job and know your job scope. Ensure that you have the skills necessary to fulfill your role and if you do not, follow up and obtain them.
- b. You are responsible for ALL aspects of your job. Do not pass the responsibility to others.
- c. If you do your job well, COA can do its job well.



Creative **Outdoor** Advertising

Core Principles of the Sales Department

1. Complete Your Task Properly the First Time

- Sell for the renewal by knowing your inventory and the benefits to the client before you call/cold call your potential clients.
- Under promise and over deliver.

2. Provide Complete and Accurate Information to Everyone

- To the client re: location, rates, availability, delays, snow etc.
- To the ops department re: entering work orders. Confirm issues before asking ops to correct a problem.
- To the admin department re: entering work orders, feedback from clients, credit card and auto debit information, using the communications file tab, completing contracts accurately

3. Demonstrate a Positive and Professional Attitude

- Take pride in your work through your dress code, voicemail messages, email, and tone of voice.
- Be polite in every situation.

4. Fulfill your Responsibilities in a Timely and Accurate Fashion

- Ensure accurate contracts are sent to clients and admin by deadlines.
- Ensure that COA fulfills its responsibility to create, print, install and maintain clients' signs.
- Ensure that COA responds to administrative and other needs of clients.
- You work for your Client

5. Your Success is the Company's Success

- Understand that your role is critical to the overall success of the company.
- You are COA



Creative **Outdoor** Advertising

Core Principles of the Administration Department

1. Complete Your Task Properly the First Time

- a. Understand that every client interaction presents you with an opportunity to create a loyal long-term customer; do your part to build that loyalty.
- b. Check the client's statement and payments to make sure they owe money before you call to follow up.
- c. Print the client's statement for write-off purposes when you are processing their credit, delay billing or other administrative request.
- d. Slow down for each transaction that you process and use our checklists to make sure that steps are not missed, knowing that one missed step will create problems and extra work for everyone.

2. Provide Complete and Accurate Information to Everyone

- a. Make sure that each email you send is clear and accurate. Look at the communications, administrative work order and operations work order sections of the client file, before sending any email or responding to an administrative work order.
- b. Document each action that is taken in the client file (unless it is clear from the work order or invoice) so that anyone reviewing the file will have a clear and up-to-date understanding of the client's circumstance.

3. Demonstrate A Positive and Professional Attitude

- a. Be professional in everything that you do, from the way you dress, to your behaviour and tone of voice, to your email signature, to the spelling and grammar used in your correspondence, and to your interaction with clients, co-workers and the general public.
- b. Ensure that anyone meeting you or speaking to you would come away from the encounter impressed with your professionalism and that of COA.

4. Fulfill Your Responsibilities in a Timely and Accurate Fashion

- a. Make sure that every client who calls with a financial problem speaks to someone in the Administration Department before they hang up.
- b. Make sure that every client who calls with a financial problem has their problem resolved before they hang up. If this is not possible, it should be resolved by the end of the business day. The resolution should then be executed in an accurate and timely manner.
- c. Aim for a 1 week turnaround time for the processing of all administrative requests: work orders, new contracts and renewal contracts.

5. Your Success is the Company's Success

- a. Know how to do your job and what your responsibilities are. Ensure that you have the skills necessary to fulfill this role and if you do not, follow up and obtain them.
- b. Accept responsibility for ALL aspects of your job. Do not pass the responsibility or the blame onto others.
- c. Provide continuous feedback on how to improve the systems and processes that you use in your daily activities.
- d. Know that if you do your job well, COA will do its job well.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Authorization to Extend and Encumber \$14,185.00 with Glencoe Lawns Inc. and \$100,982.00 with Barton & Barton, Inc. for Landscape Maintenance for FY2016.

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve extension agreements and encumbrance of \$14,185.00 with Glencoe Lawns Inc., and \$100,982.00 with Barton & Barton Inc., subject to approval of FY2016 operating budget, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: In FY2015, the City Council awarded turf and landscape maintenance contracts to Glencoe Lawns Inc. and Barton & Barton Inc. The initial term of the contracts was for one year. The contracts expire September 30, 2015, but can be extended for one more year provided parties are in agreement.

FY2016 budget requests include funding to improve the level of service or quality of service of turf and landscape maintenance in the city especially within high visibility rights of way. Part of that improvement include a revised and updated contract with added new services and performance requirements.

Therefore, in order to allow enough time to finalize the ongoing contract revisions, advertise to request proposals from vendors, and award new contracts to qualified vendors, an extension of the existing contracts is requested and for six (6) months only. Public Works staff met with Glencoe Lawns Inc. and Barton & Barton Inc., and they both have agreed to the shortened term.

Both contracts allow for a CPI rate increase to be applied to the vendor's contract price effective October 1 of each year. However, the rate calculation resulted in a negative. Therefore, there will be no change in cost of service under either contract.

Project No.: Funding Account No.: 00143005413420
41218005413420
'00143005413420
41218005413420
00144005723420

ATTACHMENTS:

1.	Landscape Contract Cost Sheet Glencoe Lawns and Barton&Barton	Landscape Maintenance Costs Oct thru March 2016 Glencoe and Barton.pdf
2.	CPI Rate Calculation and Info Sheets	Landscape Maintenance CPI RATE Calc

		2015.pdf
3.	Barton & Barton Extension	Barton & Barton, Inc. Extension Agreement No. 1 with City of Port Orange.pdf
4.	Glencoe Lawns Extension	Glencoe Lawns, Inc. Extension Agreement No. 1 with City of Port Orange.pdf

Cockcroft, Kynah	Created/Initiated - 09/10/2015
Adumuah, Branford	Approved - 09/10/2015
Lovallo, Susan	Approved - 09/10/2015
Riehm, Tracey	Approved - 09/10/2015
Roberts, Margaret	Approved - 09/16/2015
Johansson, M. Jake	Final Approval - 09/17/2015

SECTION 1 - GLENCOE LAWNS INC: October 2015 thru March 2016
AREA DESCRIPTION - 18 (9 mows)& 24 (11 mows)

#	Area Description		Square Footage	Acres	Number of Annual Mows	Cost Per Mow	Total Oct - March
1	Canalview Blvd., from Nova Road to Sp.Creek Road	4300	145,050	3.33	18	50.00	450.00
2	Central Park Blvd., west of Sp.Creek Rd. to Hensel Rd.	4300	193,375	4.44	24	65.00	715.00
3	Clyde Morris Blvd., from Taylor Road to Dunlawton Ave.	4300	180,160	4.14	18	65.00	585.00
4	Hensel Road, from Highpoint Drive to Taylor Road	4300	89,020	2.04	24	35.00	385.00
5	Herbert Street, from Clyde Morris Blvd. to Nova Road	4300	115,700	2.66	18	50.00	450.00
6	Madeline Ave., from Williamson Blvd. to McDonald Rd.	4300	533,285	12.24	18	225.00	2,025.00
7	Spruce Creek Rd., from Dunlawton to Santa Monica Dr.	4300	540,870	12.42	24	250.00	2,750.00
8	Taylor Road, from Sp.Creek Rd. to Dunlawton Ave.	4300	226,105	5.19	24	125.00	1,375.00
9	Willow Run Blvd., from Williamson to Clyde Morris Blvd.	4300	833,330	19.13	24	295.00	3,245.00
10	Yorktown Blvd., from Dunlawton to Hidden Lakes Dr.	4300	183,960	4.22	18	65.00	585.00
11	Cambridge Pump Station	4300	228,300	5.24	18	90.00	810.00
12	Nova Road Retention Pond #4	1800	61,700	1.42	18	45.00	405.00
13	Nova Road Retention Pond #5	1800	65,075	1.49	18	45.00	405.00
Column Totals:			3,395,930	77.96		1,405.00	14,185.00

14,185.00

	18Mows	24Mows
4300	4,905.00	8,470.00
1800	810.00	0
	5,715.00	8,470.00

14,185.00

SECTION 2 - Barton & Barton: October 2015 thru March 2016
AREA DESCRIPTION - 24 (11 mows; 6 weeds; 1mulch;1fert)

Barton & Barton - October 2015 thru March 2016				Mowing - 24 mows per year (11 mows Oct-March)			Weeding - 12 per year (6 weeds Oct-March)			Mulch-1 application per year (March)	Granular Fertilizer* - 2X per year (March/Sept)		Total Oct-March All Applications
#	Area Description		Square Footage	Area	Cost Per Mow	Total Oct-March	Cost Per Weeding	Total Oct-March	Cost Per Application		Cost Per App.	March Cost	
1	Airport Road/Williamson Retention Area	1800	83,700	1.92	45.00	495.00	X	X	X		X	X	495.00
2	Brandy Hills Retention Area	1800	40,316	0.93	28.00	288.00	X	X	X		X	X	288.00
3	Canalview Retention Area	1800	65,674	1.51	40.00	440.00	X	X	X		X	X	440.00
4	Causeway-East Side of Bridge (2 ponds)	1800	26,310	0.60	19.00	209.00	X	X	X		X	X	209.00
5	Causeway-West Side of Bridge (1 pond)	1800	4,784	0.11	8.00	88.00	X	X	X		X	X	88.00
6	Frederick Avenue Retention	1800	95,931	2.20	55.00	605.00	X	X	X		X	X	605.00
7	Devonwood Retention Area	1800	47,060	1.08	31.00	341.00	X	X	X		X	X	341.00
8	Galewood Retention Area	1800	20,000	0.46	17.00	187.00	X	X	X		X	X	187.00
9	Hams Way Retention Area	1800	25,000	0.57	18.00	198.00	X	X	X		X	X	198.00
10	Nova Road Retention Pond #1	1900	60,040	1.38	47.00	517.00	X	X	X		X	X	517.00
11	Nova Road Retention Pond #2	1900	90,125	2.07	65.00	715.00	X	X	X		X	X	715.00
12	Nova Road Retention Pond #3	1800	125,200	2.87	84.00	924.00	X	X	X		X	X	924.00
13	Ruth Street Retention Area Ponds #1, #2 and #3	1800	119,920	2.74	64.00	704.00	X	X	X		X	X	704.00
14	Taylor Woods Retention Pond	1800	125,550	2.88	75.00	825.00	X	X	X		X	X	825.00
15	Summertrees Extension, 15 from Williamson Blvd. to Crooked Pine	4300	86,750	1.99	145.00	1,595.00	X	X	X		X	X	1,595.00
16	Tumblebrook Drive Retention Areas 1 & 2	1800	23,258	0.53	15.00	165.00	X	X	X		X	X	165.00
17	Westridge Retention Area	1800	42,821	0.98	27.00	267.00	X	X	X		X	X	267.00
18	Whippowill Drive Retention Area	1800	81,348	1.41	36.00	396.00	X	X	X		X	X	396.00
19	Airport Road, from Williamson to flashing light school sign	4300	183,360	4.44	245.00	2,595.00	X	X	X		219.00	219.00	2,914.00
20	Avon Court	4300	2,500	0.06	10.00	110.00	X	X	X		X	X	110.00
21	B-23 Retention Area - US1	4300	47,000	1.08	81.00	871.00	30.00	180.00	X		X	X	851.00
22	Coraci Boulevard	4300	154,815	3.55	172.00	1,892.00	X	X	X		X	X	1,892.00
23	McGinnis Boulevard	4300	75,233	1.73	47.00	517.00	X	X	X		X	X	517.00
24	Town West Blvd. from Williamson to Tomoka Farms Rd.	4300	573,405	13.16	866.00	9,786.00	X	X	X		790.00	790.00	10,556.00
25	15 from Williamson Blvd. to north end of Pavilion, to end of road at Cypress Head Retention Area	4300	859,811	19.74	965.00	10,826.00	X	X	X		1,216.00	1,216.00	11,842.00
26	Commonwealth (adjacent to Buschman)	4400	11,180	0.26	15.00	165.00	X	X	X		X	X	165.00
27	South Davidson Rd. to State St		0	0.00	Removed from Bid		X	X	X		X	X	
28	Henry Avenue (4300) to Buschman Drive		0	0.00	Removed from Bid		X	X	X		X	X	
Column Totals:				3,060,601	3,221.00	35,431.00	30.00	180.00	0.00		2,225.00	2,225.00	37,835.00

*See Bid Package sheet "Scope of Work - Section 2" for square footage/ acres of median areas to be fertilized.

Bid Sheet Shows Bid Amount (High/Low)

37,835.00

1800 7,392.00
4300 30,279.00
4400 165.00

SECTION 4A - BARTON & BARTON: October 2015 thru March 2016
AREA DESCRIPTION - 39 (14 mows; 6 weeds;1fert;1mulch)

Barton & Barton - October 2015 thru march 2016 (includes Ridgewood as resurface work should be completed Aug.2015)					Mowing - 39 mows per year (14 Mows Oct-March 2016)		Weeding - 12 Per Year (6 weeds Oct - March 2016)		Mulch-1 application per year (March)	Granular Fertilizer* - 2X per Year		Total Oct-March 2016 Applications	
Area Description			Square Footage	Acres	Cost Per Mow	Total Oct - March	Cost Per Weeding	Total Oct - march	Cost Per Application	Cost Per App.	March Cost		
1	Dunlawton Avenue (medians and roadsides), from Spruce Creek Rd. to Summertrees Rd.		4300	1,138,620	26.14	1,990.00	27,860.00	210.00	1,260.00	3,400.00	0.00	0.00	32,520.00
2	Ridgewood Avenue (medians and roadsides), from Flemming Ave., to Rose Bay Bridge		4300	144,591	3.32	300.00	4,200.00	X	X	X	X	X	4,200.00
3	Nova Road, Medians Only, from Ridgewood Ave. to Eagle Lake Trail		4300	90,208	2.07	320.00	4,480.00	90.00	540.00	610.00	790.00	790.00	6,420.00
Column Totals:				1,373,419	31.53	2,610.00	36,540.00	300.00	1,800.00	4,010.00	790.00	790.00	43,140.00
*Note: Dunlawton Avenue Median fertilizer applications: 289,590 sq feet (6.65 acres). As stated previously, approximate measurements only - each vendor responsible for visiting site.													

43,140.00 4300

ANNUAL CPI INCREASE CALCULATION
Landscape Maintenance Contract Bid #14-30

Vendors: Barton&Barton and Glencoe Lawns Inc.

	July 2014	July 2015	Difference In Index	Increase In CPI	Rate Change 75% of CPI
Using Southeast Florida Urban Consumers CPI Dept. of Labor	232.0	231.7	-0.294	-0.13%	-0.10%

Per contract: The Consumer Price Index (CPI) rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase shall be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

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Data extracted on: August 19, 2015 (1:26:17 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0300SA0, CUUS0300SA0

Not Seasonally Adjusted

Area: South urban

Item: All items

Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	183.6	184.7	185.9	187.3	187.3	187.8	188.5	189.4	192.0	192.5	190.7	190.1	188.3	186.1	190.5
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8	195.6
2007	195.021	195.950	197.904	199.618	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.495	202.226
2008	204.510	205.060	206.676	208.085	210.006	212.324	213.304	212.387	212.650	210.108	205.559	203.501	208.681	207.777	209.585
2009	204.288	205.343	206.001	206.657	207.265	209.343	208.819	209.000	208.912	209.292	209.738	209.476	207.845	206.483	209.206
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719							229.501	

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www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

4. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" hereto, subject to a limit up to but not to exceed Twenty-Nine Thousand Nine Hundred Ten and No/100 Dollars (\$29,910.00) during the Initial Term of this Contract. A CPI rate increase will be applied to the contract price following the Initial Term of this Contract, subject to approval of City Council and written agreement of the Parties. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase shall be based on rates

released in July by the United States Department of Labor, Bureau of Labor Statistics. 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.

EXTENSION AGREEMENT NO. 1

THIS EXTENSION OF AGREEMENT NO. 1 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **BARTON & BARTON, INC.**, a Florida corporation whose principal address is 873 Hull Road, Unit 18, Ormond Beach, Florida 32174 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 30th day of September, 2014, the Parties entered into a Standard Contract for Services (the "Contract") pursuant to Bid No. 14-30 Landscaping Maintenance to provide the City of Port Orange all supervision, labor, materials, equipment and licenses required to provide the mowing and edging, trimming services on City-owned facilities and properties; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, the Contract provides for one (1) additional one-year period commencing on October 1, 2015 and continuing until September 30, 2016, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, on the 14th day of July, 2015, the Parties entered into Amendment No. 1 of the Contract (the "Amendment") which amended the scope of services and amount of the Contract to expand services to include Section 2 and Section 4A of Bid No. 14-30, increasing the amount an additional Forty-Nine Thousand Twenty-Six and 00/100 Dollars (\$49,026.00); and

WHEREAS, the Parties desire to renew the Contract for a period commencing on October 1, 2015 and continuing until March 31, 2016; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 1, 2015 and continuing until March 31, 2016.

2. **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 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.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

BARTON & BARTON, INC.

Printed Name: _____

By: _____
Richard C. Barton, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Richard C. Barton, as President of Barton & Barton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

EXTENSION AGREEMENT NO. 1

THIS EXTENSION OF AGREEMENT NO. 1 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **GLENCOE LAWNS, INC.**, a Florida corporation whose principal address is 1989 S. Glencoe Road, New Smyrna Beach, Florida 32168 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 26th day of September, 2014, the Parties entered into a Standard Contract for Services (the "Contract") pursuant to Bid No. 14-30 Landscaping Maintenance to provide the City of Port Orange all supervision, labor, materials, equipment and licenses required to provide the mowing and edging, trimming services on City-owned facilities and properties; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, the Contract provides for one (1) additional one-year period commencing on October 1, 2015 and continuing until September 30, 2016, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, the Parties desire to renew the Contract for a period commencing on October 1, 2015 and continuing until March 31, 2016; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 1, 2015 and continuing until March 31, 2016.

2. **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 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.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

GLENCOE LAWNS, INC.

Printed Name: _____

By: _____

Ronald Davin Hull, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ronald Davin Hull, as President of Glencoe Lawns, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By:_____
Allen Green, Mayor

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name:_____

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Piggyback Agreement with Flowers Chemical Laboratories, Inc. for Laboratory Services for Water & Wastewater Facilities

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Piggyback Agreement with Flowers Chemical Laboratories, Inc. for Laboratory Services for Water and Wastewater Facilities in an amount not to exceed the amount of \$50,000 annual contingent upon the approval of the Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documentation.

SUMMARY: Flowers Chemical Laboratories, Inc. provides analytical and environmental laboratory analysis required by the regulatory agencies. These services are utilized in the Water and Wastewater Plant operating permits and protocols including the Industrial Pretreatment Program. This contract will allow us the ability for another lab testing source.

The City of Ocoee has established a contract with Flowers Chemical Laboratories, Inc. as a result of RFP 14-002. This agreement consist of one (1) initial three (3) year term beginning March 1, 2014 with two (2) separate automatic one-year extensions, for a total of five (5) years. We are requesting approval of an amount not to exceed \$50,000 annual for the term of the contract. Annual expenditure authorization will be contingent upon the approval of the FY2016, FY2017, FY2018 and FY2019 Operating Budgets

Project No.: none Funding Account No.: 40108245363113

ATTACHMENTS:

1.	Piggyback Agreement	Flowers Chemical Laboratories, Inc. Piggyback Agreement with City of Port Orange.pdf
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Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/27/2015
Approved - 08/28/2015
Approved - 08/28/2015
Approved - 09/15/2015
Approved - 09/15/2015
Approved - 09/16/2015
Final Approval - 09/17/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **FLOWERS CHEMICAL LABORATORIES, INC.** ("Contractor"), a Florida corporation, whose principal address is 481 Newburyport Avenue, Altamonte Springs, Florida 32701-3652 (collectively "the Parties").

WHEREAS, on the 18th day of February, 2014, Contractor entered into an Agreement with the City of Ocoee, a Florida municipal corporation, pursuant to Request for Proposal No. 14-002 for Laboratory Services for City Water and Wastewater Facilities (the "Ocoee Agreement"); and

WHEREAS, the Ocoee Agreement provides for an initial three (3) year term commencing on March 1, 2014, with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City of Ocoee upon issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term; and

WHEREAS, the City of Ocoee shall have the option of extending the term an additional one (1) year; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Ocoee Agreement for Laboratory Services for City Water and Wastewater Facilities purchased by the City of Port Orange; and

WHEREAS, a copy of the Ocoee Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Term.** The initial term of this Contract shall be effective commencing on the last date the Contract is signed by the Parties and shall continue until February 28, 2017.
2. **Renewals.** This Contract may be renewed for two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Annual renewals shall be subject to review and approval of sole source justification by the City Manager.
3. **Contractor Obligation.** Contractor shall provide the City of Port Orange with Laboratory Services for City Water and Wastewater Facilities more specifically described in the Ocoee Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement.

4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City and signed by the Contractor, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" of this Agreement in an amount subject to a limit up to but not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) annually. 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.

6. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

7. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

9. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Debarment.

10. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

12. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage \$1,000,000 minimum	

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

15. Modifications or Changes to this Contract

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

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

accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

19. **Inspection**

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

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

reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

25. Additional Provisions

(a) As may have been outlined in Exhibit "1" and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the Ocoee Agreement to "Ocoee" or the "City" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Ocoee Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Flowers Chemical Laboratories, Inc. Attention: Jefferson S. Flowers, President 481 Newburyport Avenue Altamonte Springs, Florida 32701-3652 (407) 339-5984 – Telephone jeff@flowerslabs.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.

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]

Witnesses:

FLOWERS CHEMICAL LABORATORIES, INC.

Printed Name: _____

By: _____

Jefferson S. Flowers, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Jefferson S. Flowers, as President of Flowers Chemical Laboratories, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5062]

EXHIBIT "C"
PRICE PROPOSAL FORM

RFP #14-002 LABORATORY SERVICES FOR CITY WATER & WASTEWATER FACILITIES

A. Wastewater Treatment Facility

Item No.	Event	Unit	Quantity	Unit cost (\$)	Total Annual Cost (\$)
1A	Daily WWTP Final Effluent Fecal	EACH	365	25.00	9,125.00
1B	Daily WWTP Filter Effluent TSS	EACH	365	20.00	7,300.00
2A	Weekly WWTP Influent Parameters	EACH	52	57.50	2,990.00
2B	Weekly WWTP Effluent Parameters	EACH	52	124.50	6,474.00
3	Annual WWTP Sludge Analysis Parameters	EACH	1	135.00	135.00

B. Reclaimed Water

Item No.	Event	Unit	Sample Quantity	Frequency Sampled Per Year	Unit cost (\$)	Total Annual Cost (\$)
4	Quarterly Reclaimed Water Application Site Monitoring Parameters	EACH	10	4	80.50	3,220.00
5	Field Analysis for Item #4	EACH	10	4	25.00	1,000.00
6	Annual Reclaimed Water Analysis Parameters	EACH	1	1	1,425.00	1,425.00

C. Water Treatment Facility

Item No.	Event	Unit	Sample Quantity	Frequency Sampled Per Year	Unit cost (\$)	Total Annual Cost (\$)
7A	Monthly Bacteriological Sample Analysis	EACH	45	12	10.00	5,400.00
7B	Monthly Fluoride Sample Analysis	EACH	4	12	11.00	528.00

D. Special/Emergency Sample Pick Up During Normal Business Hours

Item	Unit	Quantity	Unit Cost Per Trip (\$)	Total Annual Cost (\$)
Daily Sample Pick Up Charge at the WWTP (priced Separate from any sampling above)	EACH	1	35.00	NA

Firm Name FLOWERS CHEMICAL LABORATORIES
INCORPORATED

Prepared By:

Jefferson S. Flowers, Ph.D.

RFP14-002_Laboratory_Services

30

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Engineering Services for the S. Ridgewood Avenue median landscape and irrigation improvements from SR421 (Dunlawton Avenue) to Rose Bay Bridge.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the Amendment to the Contract for Professional Engineering Services for the S. Ridgewood Avenue median landscape and irrigation improvements from SR421 (Dunlawton Avenue) to Rose Bay Bridge with Zev Cohen & Associates, Inc. (ZCA) in the amount of \$14,500 and to authorize the Mayor and City Clerk to execute the Contract Amendment.

SUMMARY: The scope of work contained in the Amendment provides professional services for design and permitting of landscape and irrigation improvements for the S. Ridgewood medians. Services under this contract amendment include FDOT coordination and permitting, coordination with City staff and production of final construction drawings and specifications to be utilized for bidding purposes.

The estimated total construction cost of the improvements is \$677,500. The design and permitting fee represents 2.14% of the estimated construction cost. A Landscape Discretionary Grant from FDOT will fund \$500,000 of the construction cost and the remaining construction cost for irrigation has been budgeted with FY15 funds. The grant funds become available July 2016.

Project No.: AIO026 & AIO027 (Irrigation & Landscaping)
AIO026 & AIO027 (Irrigation & Landscaping)

Funding Account No.: 317-1000-519.63-97
010-1900-515-31-13

ATTACHMENTS:

1.	ZCA Amendment	ZCA Amendment 19.pdf
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Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/03/2015
Approved - 09/03/2015
Approved - 09/16/2015
Approved - 09/16/2015
Final Approval - 09/17/2015

Amendment Number 19

To Contract for Professional Engineering Services for Site Development

Dated November 9, 2010

City of Port Orange, Florida and Zev Cohen & Associates, Inc.

This Amendment No.19 is entered into by and between the **City of Port Orange, Florida**, a chartered municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Zev Cohen & Associates, Inc.**, a Florida for profit corporation, located at 300 Interchange Boulevard, Ormond Beach, Florida 32174 (the "Engineer") this 1 day of September, 2015.

WHEREAS, **Zev Cohen & Associates, Inc.**, was selected through a competitive process in accordance with the Consultants Competitive Negotiation Act, F.S. 287.055, as a qualified professional in response to City of Port Orange R.F.S.Q. 2010-06; and

WHEREAS, pursuant to that RFSQ, a Contract for Professional Engineering Services for Site Development was entered into by and between **Zev Cohen & Associates, Inc.** and the **City of Port Orange**, dated November 9, 2010 (the "Contract"); and

WHEREAS, the Contract requires that the scope and description of work for each project be described with particularity in sequential amendments; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment to the Contract is beneficial to the citizens of the City of Port Orange.

WITNESSETH

Scope of Work The City and Engineer mutually agree to amend the Contract to provide professional services for landscape and irrigation design and permitting for the South Ridgewood Avenue median landscape and irrigation improvements from SR421 (Dunlawton Avenue) to Rose Bay Bridge in the City of Port Orange, Florida, as follows:

Task 1.0 FDOT Coordination

ZCA will request and hold a meeting with FDOT to establish an understanding of potential design opportunities and constraints with proposed landscaping in regards to acceptable materials, sizing, locations, and requirements. ZCA shall submit plans to FDOT and coordinate comment responses with FDOT staff as well as provide any required submittals to respond to comments. Design coordination and staff meetings are included in our design services.

Task 2.0 Landscape Design and FDOT Permitting

ZCA shall use available ACAD, PDF drawings or aerials as their base file to show the proposed landscape improvements.

1. ZCA shall prepare a Preliminary Landscape Plan identifying proposed trees and vegetative ground cover for proposed landscape medians. A copy of the preliminary plan shall be sent to

the City Staff for their review and comment. The City Staff comments shall be incorporated into the Final Landscape Plan.

2. ZCA shall prepare a Final Landscape Plan based on the preliminary Landscape Plan, the staff comments and the City of Port Orange and FDOT requirements. The Plan shall identify final location of the proposed plantings and their associated specifications and are to be utilized by the City for bidding purposes and FDOT permitting.

Task 3.0 Irrigation Design

ZCA shall review existing irrigation system and provide plans identifying any additional upgrades or modifications. ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of Port Orange and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others.

Task 4.0 Reimbursables

ZCA proposes to provide direct reimbursable expenses for printing, submittals, postage, overnight deliveries, deliveries and mileage with a lump sum amount for all disciplines. Other expenses such as application fees, advertising fees, rental of community spaces (community meetings), notification fees, website fees, etc. will be provided by the City.

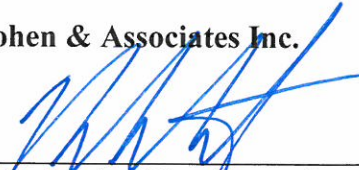
1. **Cost of Work** The City and Engineer agree that the total cost of the work to be performed under this Amendment shall not exceed fourteen thousand and five hundred dollars and 00/100 cents (\$14,500.00) and that this lump sum was negotiated based on the hourly rates as set forth in the Contract.

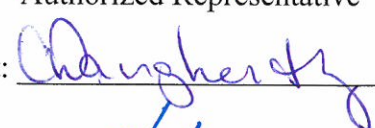
2. **Public Records Compliance** Consultant shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the 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 Consultant 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 Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

3. **No Other Changes** The City and Engineer acknowledge that all other terms, provisions and conditions of the original Contract for Professional Engineering Services for Site Development and any amendments thereto remain in full force and effect.

IN WITNESS WHEREOF the parties have made and executed this Amendment No. 19 the day and year written above.

Zev Cohen & Associates Inc.

By: 
Authorized Representative

Attest: 

Date: 9/1/15

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

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

Date: _____

15165c01
SAG/cd



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Renewal of Service Contract with Halifax Humane Society

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to renew the service contract with Halifax Humane Society for October 1, 2015 through September 30, 2016, and to authorize the Mayor and City Clerk to execute the agreement.

SUMMARY: The service contract with the Halifax Humane Society provides care, treatment, impound and disposal of animals picked up in the City of Port Orange. The contract establishes fees charged for impoundment, collection of redemption fee procedures and billing procedures. There are no fee increases in the contract this year.

Project No.: Funding Account No.: 001-3200-521.81-10

ATTACHMENTS:

1.	Halifax Humane Society	HHS 2016.pdf
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Grabowski, Debbie	Created/Initiated - 08/11/2015
Monahan, Gerald	Approved - 08/11/2015
Riehm, Tracey	Approved - 08/19/2015
Roberts, Margaret	Approved - 09/16/2015
Harden, David	Approved - 09/16/2015
Johansson, M. Jake	Final Approval - 09/17/2015

**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 2015, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2016 and October 1, 2016.

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 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	\$45.00
2nd day of impoundment	\$20.00
3rd day of impoundment	\$20.00
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)	\$150.00 (or \$15.00pd) (10 day maximum stay)
Confiscated animal	\$45.00 for the 1st day of impoundment plus \$20.00 for each additional day of impoundment

- (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) 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 or 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: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Port Orange and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Port Orange agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Port Orange of any public records request it receives concerning the City of Port Orange or matters relating to the services provided under this Agreement. If the City of Port Orange or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Port Orange upon request and at no charge or penalty to the City of Port Orange and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Port Orange shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Port Orange from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Port Orange's enforcement of the requirements of this section.

The

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.

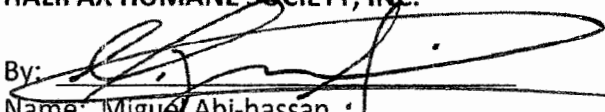
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, 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.

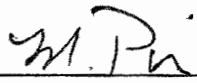
19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

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: 8/6/15

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 8/6/15

CITY OF PORT ORANGE

By: _____
Name: Allen Green
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the cooperative economic development agreement with Team Volusia Economic Development Corporation in the amount of \$28,733 for fiscal year 2015-16 and authorize Mayor and City Clerk to execute all applicable documents.

SUMMARY: Team Volusia Economic Development Council (TVEDC) serves as a countywide public-private economic development agency. TVEDC coordinates economic development activities and prospects with City staff as well as the Volusia County Department of Economic Development and the annual contract amount of \$28,733 ensures the City Manager a position on the Executive Board.

TVEDC's primary purpose is to support business growth and recruit new businesses to the area. The contract requires them to report quarterly to the City Council.

Funding for public agencies is based upon a rate of \$0.50 per capita. The Bureau of Economic and Business Research (BEBR) April 1, 2009-2014 Estimates of Population report published on July 30, 2015 was used to determine estimated 2014 population.

The contract for FY 2015-16 is \$709 more than the current contract due to population changes.

Project No.: Funding Account No.: 001-1000-519-81-19

ATTACHMENTS:

1.	Team Volusia 2016 Contract	Team Volusia 2016 contract.pdf
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Rosen, Alan
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/21/2015
Approved - 08/31/2015
Approved - 09/16/2015
Final Approval - 09/17/2015

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Council of the City of Port Orange has as agreed to appropriate the amount of **Twenty-Eight Thousand, Seven Hundred Thirty Three Dollars (\$28,733.00)** at 50 cents per capita (Port Orange population 57,467 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2015–2016 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Port Orange desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of Twenty-Eight Thousand Seven Hundred and Thirty Three Dollars (\$28,733.00), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2015. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement. The City shall contact the TVEDC in writing when future funding for the TVEDC is discussed at a public meeting.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Port Orange and to foster expansion of existing businesses within the City of Port Orange; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.
4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
6. **Term of Agreement.** This agreement shall commence on October 1, 2015 and shall continue in force for a one-year period ending September 30, 2016. In addition, this agreement may be terminated upon any of the following events;
 - a. Written notice by the TVEDC to the City termination of the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Council amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.
7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC: Keith Norden
 President & CEO
 Team Volusia EDC
 One Daytona Blvd, Suite 240
 Daytona Beach, FL 32114

8. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the grossly negligent or malicious performance of its operations under this Agreement.

9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

10. **Entire Agreement.** This 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 of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2015.

City of Port Orange, a Florida municipal corporation

By: _____ Date: _____
City of Port Orange, Mayor

Attest: _____ Date: _____
City of Port Orange – City Clerk

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By: _____ Date: _____

Title: _____ Date: _____

Attest: _____ Date: _____

BEBR April 1, 2009-2014 FL Estimates of Population
County and City Estimates as of April 1

	2009	2010	2011	2012	2013	2014
VOLUSIA	507,105	514,342	495,400	497,145	498,978	503,851
Daytona Beach	65,208	64,955	61,031	61,859	61,998	62,622
Daytona Beach Shores	5,475	5,815	4,259	4,255	4,292	4,264
DeBary	18,741	19,072	19,315	19,338	19,363	19,802
DeLand	27,123	28,067	27,330	27,700	28,436	29,467
Deltona	84,264	85,942	85,233	85,281	85,469	86,360
Edgewater	21,394	21,659	20,734	20,776	20,737	20,748
Holly Hill	12,851	12,942	11,652	11,665	11,632	11,661
Lake Helen	2,878	2,891	2,614	2,619	2,630	2,616
New Smyrna Beach	23,449	24,178	22,668	22,792	23,119	23,834
Oak Hill	1,984	2,009	1,794	1,788	1,828	1,855
Orange City	10,203	10,381	11,143	11,226	11,337	11,483
Ormond Beach	40,832	41,411	38,376	38,612	38,557	39,455
Pierson	2,651	2,663	1,724	1,691	1,688	1,688
Ponce Inlet	3,266	3,292	3,039	3,046	3,041	3,039
Port Orange	56,732	57,906	56,313	56,386	57,060	57,467
South Daytona	13,530	13,457	12,285	12,294	12,431	12,373
UNINCORPORATED	116,448	117,702	115,830	115,757	115,300	115,057

	2009	2010	2011	2012	2013	2014
FLAGLER	94,901	89,298	96,241	97,160	97,843	99,121
Beverly Beach	604	581	337	334	335	338
Bunnell	2,759	2,814	2,700	2,685	2,686	2,787
Flagler Beach (part)	5,478	5,465	4,444	4,422	4,450	4,462
Marineland (part)	9	9	16	16	3	4
Palm Coast	73,910	80,429	75,617	76,450	77,068	78,046
UNINCORPORATED	12,141	12,069	13,127	13,253	13,301	13,484

Deltona has the highest population in Volusia County with an estimated 86,000 for 2014.
Palm Coast has the highest population in Flagler County with an estimated 78,000 for 2014.
The population estimates show a slight increase for both Volusia and Flagler counties over the previous year.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authorization with Barney's Pumps, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve FY 2016 spending authorization to Barney's Pumps, Inc. under the Standard Contract for Services dated September 23, 2014 in an amount not to exceed \$125,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 23, 2014, the City entered into a Standard Contract for Services with Barney's Pumps, Inc. for the purchase of Aurora and Layne/Verti-Line Pumps and repair parts. The contract allows for automatic renewals through September 20, 2019 once the City Manager has reviewed and approved sole source justification, and the City Manager has approved.

This request is for FY2016 spending authorization in an amount not to exceed \$125,000. This approval is contingent upon the Council's approval of the FY2016 Capital Improvement Program and the Operating Budget.

Project No.: none Funding Account No.: 40106005364610
none 40106005365218
 40106005363414

ATTACHMENTS:

1.	Standard Contract for Services	Barney's Pumps Inc executed copy.pdf
2.	Approved Sole Source Documents	Barney's Pumps Sole Source 08.19.15- 09.30.16.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Harden, David
Johansson, M. Jake

Created/Initiated - 08/12/2015
Approved - 08/12/2015
Approved - 08/17/2015
Approved - 09/15/2015
Approved - 09/16/2015
Final Approval - 09/17/2015



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

2014 This Standard Contract for Services ("Contract") is entered into this 23 day of September, 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 BARNEY'S PUMPS, INC., a Florida corporation whose principal address is 2965 Barney's Pumps Place, Lakeland, Florida 33812 ("Contractor"). (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) Aurora and Layne / Verti-Line pumping equipment, controls, parts and service.

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

Term: The initial term of this Contract shall be for a period of one (1) year, commencing on October 1, 2014 and continuing until September 30, 2015 (the "Initial Term").

Annual Renewals: This Contract may be renewed for four (4) additional periods as follows:

Renewal No. 1: October 1, 2015 through September 30, 2016

Renewal No. 2: October 1, 2016 through September 30, 2017

Renewal No. 3: October 1, 2017 through September 30, 2018

Renewal No. 4: October 1, 2018 through September 30, 2019

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewals shall be subject to review and approval of sole source justification by the City Manager.

Manner and Place: As outlined in periodic written quotes and purchase orders, in 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 cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB – Port Orange. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for each purchase order issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or service or require the City to place any orders for work or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of written quotes from Contractor and written Purchase Orders issued by the City as authorized by the City Manager.

The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretions.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in periodic written quotes and purchase orders issued hereunder. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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. 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.

4. 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.

5. 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.

6. 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.

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

8. 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.

9. 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	

10. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

12. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

16. Inspection

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

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

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

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

17. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 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.**

23. 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Barney's Pumps, Inc. Attention: Greg Riching, President 2965 Barney's Pumps Place Lakeland, Florida 33812 (863) 665-8500 – telephone (863) 666-3858 – facsimile

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

26. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Karen L. Smith
Printed Name: _____ Karen L. Smith
Credit Manager

Melissa Burch
Printed Name: Melissa Burch

BARNEY'S PUMPS, INC.

By: Greg Riching
Greg Riching, President

Date: Sept 3, 2014

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2014, by Greg Riching, as President of Barney's Pumps, Inc., a Florida corporation, and who:

(Notary: Please select one)

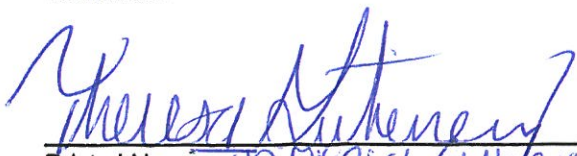
☒ is personally known to me; or
☐ has produced _____ as identification.



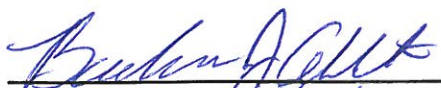
Robbin Bullock
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE


Printed Name: Theresa Gutierrez

By: 
Allen Green, Mayor

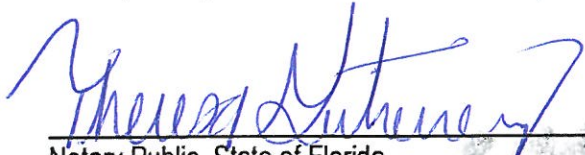

Printed Name: Barbara J. Abbate

Date: 9/23/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

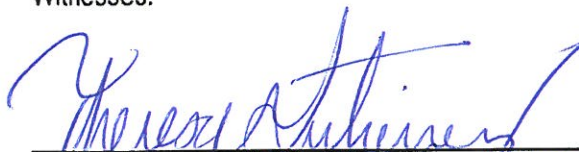
The foregoing instrument was acknowledged before me this 23 day of Sept., 2014, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



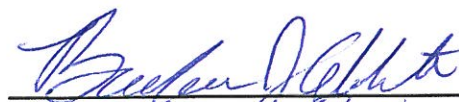

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:


Printed Name: Theresa Gutierrez

By: 
Robin L. Fenwick, CMC, City Clerk

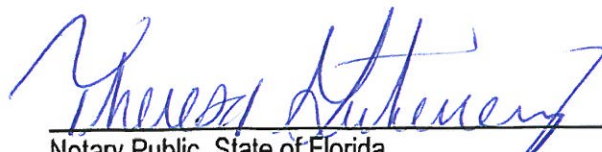

Printed Name: Barbara J. Abbate

Date: 9/23/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23 day of Sept, 2014, 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:



DATE: 08/11/2015

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

Vendor: Barney's Pumps, Inc

Vendor Email: smithk@barneypumps.com

Commodity: Purchase of Aurora and Lane / Verti-Line Pumps and repair parts as needed

Fiscal year estimated expenditure for the above commodity or service: \$125000.00

Department: Public Utilities

Fiscal Year: FY2016

City Contact Name: Julia Wiggins, Budget Analyst

Phone Ext.: 5751

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Proprietary/original manufacturer is only provider of parts, equipment, or service.
A. *Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.*
B. *Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.*
C. *Attach a departmental memorandum (Justification of Request)*
- 2) ☐ None of the above applies.
A. *Attach a departmental memorandum (Justification of Request)*

JUSTIFICATION OF REQUEST: *(Explain in a separate departmental memorandum).*

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval *Audra Helton*

Date: *8/12/2015*

IT approval *(Software or hardware purchases only)* _____

Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: *JJ16-09* Date Posted: *8/14/15*

Complaints/Protest (Yes/No) *No*

Verified by Purchasing: *[Signature]*

Date: *8/19/15*

CITY MANAGER APPROVAL

City Manager approval *[Signature]*

Date: *8.19.15*



MEMORANDUM

To: Joseph Gomez, Purchasing Manager
From: Andy Neff, Public Utilities Director *AN*
Subject: **Sole Source Justification Request for Barney's Pumps Inc**
Date: August 11, 2015

The City's Water Plant, Reclaimed Water Plant, master lift stations, and various other lift stations throughout the City use Aurora and Layne/Verti-line Pumps. These pumps and repair parts are not interchangeable with similar parts of another manufacturer and any existing warranties will not be honored if not serviced by this approved vendor.



PENTAIR FLOW TECHNOLOGIES
SE Regional Sales Office

2110 Columbus Ave
Alva, Florida 33920
United States
James.considine@pentair.com
Tel 239.303.0021
Fax 866.394.3960

August 12, 2015

Subject: Aurora and Layne / Verti-Line Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Aurora & Layne Verti-Line pumps. Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.

If I can be of further assistance, please contact me at 239.303.0021

Sincerely,

A handwritten signature in cursive script, appearing to read "James Considine".

James E. Considine
Southeastern Regional Sales Manager



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authorization with Hach Company

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve the FY 2016 spending authorization to Hach Company under the Standard Contract for Services dated September 23, 2014 in an amount not to exceed \$150,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On October 7, 2014, the City entered into a Standard Contract for Services with Hach Company for the purchase of Hach Brand Products. Hach is the sole source manufacturer and distributor of all Hach brand products, instruments and lab chemicals. The contract allows for automatic renewals through September 20, 2020 once the City Manager has reviewed and approved sole source justification, and the City Manager has approved.

This request is for FY2016 budget authority for an amount not to exceed \$150,000. This approval is contingent upon the Council's approval of the FY2016 Capital Improvement Program and the Operating Budget.

Project No.: <u>none</u>	Funding Account No.: <u>40102005335216</u>
<u>none</u>	<u>40104005355216</u>
<u>none</u>	<u>40108245365216</u>
<u>SSP002</u>	<u>40304005356397</u>

ATTACHMENTS:

1.	Standard Contract for Services	Hach Company Contract fully executed.pdf
2.	Approved Sole Source Documents	Hach Company (Goods) Sole Source 08.26.15-09.30.15.pdf

Wiggins, Julia	Created/Initiated - 08/12/2015
Wilson, Rick	Approved - 08/12/2015
Neff, Andrew	Approved - 08/17/2015
Riehm, Tracey	Approved - 09/14/2015
Gomez, Joseph	Approved - 09/15/2015
Harden, David	Approved - 09/15/2015
Johansson, M. Jake	Final Approval - 09/17/2015



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of October, 2014, 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 HACH COMPANY, a Delaware corporation registered to transact business in Florida, whose principal address is 5600 Lindbergh Drive, Loveland, Colorado 80539 ("Contractor"). (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) Hach brand products – Instruments and Chemistry; Brands to include, but not limited to: ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLL HIAC, Homeland Security Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPHERE, OTT, Hydrometry, POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, and WET Labs.

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

Term: Notwithstanding the date of execution, the initial term of this Contract shall be for a period of one (1) year, commencing on October 1, 2014 and continuing until September 30, 2015 (the "Initial Term").

Annual Renewals: This Contract may be renewed for five (5) additional periods as follows:

Renewal No. 1: October 1, 2015 through September 30, 2016

Renewal No. 2: October 1, 2016 through September 30, 2017

Renewal No. 3: October 1, 2017 through September 30, 2018

Renewal No. 4: October 1, 2018 through September 30, 2019

Renewal No. 5: October 1, 2019 through September 30, 2020

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewals shall be subject to review and approval of sole source justification by the City Manager.

Manner and Place: As outlined periodic written quotes and purchase orders, in a manner as required by all current federal, state, county, and local 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, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for each purchase order 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 work or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of written quotes from Contractor and written Purchase Orders issued by the City at the direction of the City Manager.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in periodic written quotes and purchase orders. 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. 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.

4. 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.

5. 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.

6. 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.

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

8. 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.

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

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

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

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

10. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

12. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

14. **Warranties.** Contractor warrants that (1) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (2) 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.

Contractor warrants to City that each of the supplies conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the supplies will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Contractor warrants that it will perform all services in accordance with its standard practices and that the services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Contractor breaches this warranty and the City notifies Contractor of such breach within thirty (30) days of the end of the applicable warranty period, Contractor will, at its option, either replace or repair the nonconforming supplies, or re-perform any nonconforming services, or refund the amounts paid by City to Contractor for the nonconforming supplies and/or services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

16. Inspection

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

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

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

17. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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.

THE TOTAL LIABILITY OF CONTRACTOR AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO CONTRACTOR UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO CONTRACTOR'S WILLFUL MISCONDUCT.

Any and all indemnification obligations imposed upon Contractor are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of City or any third party

operating under City's contract or control; (a) any act or omission constituting breach of the Agreement, negligence, recklessness or lesser standard of conduct, (b) misuse, misapplication, or use of Goods or Services not in accordance with Contractor's instructions, or (c) any violations of law.

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 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.

23. 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.

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

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

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

Copy to: City of Port Orange
Attention: Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Hach Company
Attention: Dave McMeans, Regional Sales Manager Florida
5600 Lindbergh Drive
Loveland, Colorado 80539
(800) 227-4224, ext. 2015 – business
(970) 227-2163 – mobile
DMcMeans@Hach.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

HACH COMPANY

Melanie Collins

Printed Name: MELANIE COLLINS

Carol Burrill

Printed Name: Carol Burrill

By: Roxanna Nittmann

Printed Name: Roxanna Nittmann

Title: Project Specialist II

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: 9-26-14

STATE OF Colorado
COUNTY OF Laurel

The foregoing instrument was acknowledged before me this 26 day of September, 2014 by Roxanna Nittmann, as Project Specialist II of Hach Company, a Delaware corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced _____ as identification.

CAROL S. BURRILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114049066
MY COMMISSION EXPIRES AUGUST 4, 2015

Carol S Burrill

Notary Public, State of Colorado

Printed, typed or stamped name, commission and expiration:

Witnesses:

[Signature]
Printed Name: Theresa Gutierrez

[Signature]
Printed Name: Kristine Martin

CITY OF PORT ORANGE

By: [Signature]
Allen Green, Mayor

Date: 10/7/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Oct., 2014, 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.



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

Witnesses:

[Signature]
Printed Name: Theresa Gutierrez

[Signature]
Printed Name: Kristine Martin

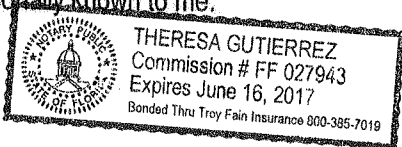
ATTEST:

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Date: 10/7/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Oct., 2014, 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.



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

[CA 4335]



DATE: 08/12/15

SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

Vendor: Hach Company

Vendor Email: dmcneabs@hach.com

Commodity: Hach Brand products, instruments, and lab chemicals

Fiscal year estimated expenditure for the above commodity or service: \$150000.00

Department: Public Utilities

Fiscal Year: 2016

City Contact Name: Julia Wiggins, Budget Analyst

Phone Ext.: 5751

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Proprietary/original manufacturer is only provider of parts, equipment, or service.
- A. *Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.*
 - B. *Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.*
 - C. *Attach a departmental memorandum (Justification of Request)*
- 2) ☐ None of the above applies.
- A. *Attach a departmental memorandum (Justification of Request)*

JUSTIFICATION OF REQUEST: *(Explain in a separate departmental memorandum).*

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval *Andrew Huber*

Date: 8/12/2015

IT approval (*Software or hardware purchases only*) _____

Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: W16-08 Date Posted: 8/14/15

Complaints/Protest (Yes/No) No

Verified by Purchasing: *[Signature]*

Date: 8/25/15

CITY MANAGER APPROVAL

City Manager approval *[Signature]*

Date: 8.24.15



MEMORANDUM

To: Joseph Gomez, Purchasing Manager
From: Andy Neff, Public Utilities Director *AN*
Subject: **Sole Source Justification Request for Hach Company, Annual Purchase of Operating Supplies**
Date: August 12, 2015

The Garnsey Water Plant, Wastewater Treatment Plant, and Lab Operations have numerous Hach monitoring devices that are utilized to fine tune process control efficiently. Hach is the sole source manufacturer and distributor of all Hach brand products, instruments, and lab chemicals.

The Sole Authorized Manufacturer and Direct Distributor Letter

8/12/2015

Customer Name: City of Port Orange Public Utilities

Customer Address: 1000 City Center Circle

Customer City, State, Zip: Port Orange, FL 32129

Customer Account Number: 035894

Item(s): **Description(s):**

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

**ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLL, HIAC,
Homeland Security Technologies, Hydrolab, IQ Scientific Instruments,
Lachat Instruments, Leica Microsystems, Marsh-McBirney,
MET ONE, OPS Systems, ORBISPHERE, OTL, Hydrometry, POLYMETRON,
Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs**

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer and distributor for all Hach branded instrumentation and chemistry. **This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories.** Any software or firmware additions or alterations must be purchased directly from Hach Company

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authorization with Pace Analytical Services, Inc. and Amendment No. 1

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Amendment No. 1 and FY2016 Spending Authorization with Pace Analytical Services, Inc. for an amount not to exceed \$50,000, contingent upon the approval of the FY2016 Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On October 28, 2014, the City entered into a Piggyback Agreement with Pace Analytical Services, Inc. for analytical laboratory services. This contract does not expire until May 17, 2016 and has an automatic renewal for May 18, 2016 and continuing until May 17, 2018. The contract from 2014-2016 was authorized for a total spending authority of \$50,000. Amendment No. 1 provides for up to \$50,000 each fiscal year.

Public Utilities is requesting approval a FY2016 spending authorization in an amount not to exceed \$50,000.

Project No.: none Funding Account No.: 40108245363113

ATTACHMENTS:

1.	Approved Piggyback Agreement	Pace Analytical Services Inc - Piggyback Agreement fully executed.pdf
2.	Amendment No. 1	Pace Analytical SAervices, Inc. Amendment No. 1 with City of Port Orange.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/17/2015
Approved - 08/17/2015
Approved - 08/17/2015
Approved - 09/15/2015
Approved - 09/16/2015
Final Approval - 09/17/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 28 day of October, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PACE ANALYTICAL SERVICES, INC.** ("Contractor"), a Minnesota corporation whose principal address is 8 East Tower Circle, Ormond Beach, Florida 32174-8759 (collectively "the Parties").

WHEREAS, on the 18th day of May, 2014, Collier County entered into a contract with Pace Analytical Services, Inc., pursuant to Solicitation #13-6148 (the "Collier County Agreement"); and

WHEREAS, the Collier County Agreement provides for a term commencing on May 18, 2014 and continuing until May 17, 2016 with renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Collier County Agreement for analytical laboratory services purchased by the City of Port Orange; and

WHEREAS, a copy of the Collier County Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 21, 2014 and continuing until May 17, 2016.
2. Renewals. Parties agree that subject to appropriation by City Council, this Contract may be automatically renewed in the City's sole discretion for one (1) additional two-year period, the first renewal period commencing on May 18, 2016 and continuing until May 17, 2018.
3. Contractor Obligation. Contractor agrees to sell analytical laboratory services pursuant to the 2013 Price Schedule, attached hereto as Exhibit 1., to the City at the unit prices set forth in the Collier County Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement and the renewal. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.
4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written purchase order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with

other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" and the Collier County Agreement pursuant to periodic Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$50,000 during the initial 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.

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

19. 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.

20. Inspection

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

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

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

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

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and

adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

27. Additional Provisions

(a) As may have been outlined in Exhibit "1" and the Collier County Agreement and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the Collier County Agreement to "County" or "City" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Collier County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Pace Analytical Services, Inc. Attention: Dave Chaffman 8 East Tower Circle Ormond Beach, Florida 32174-8759 (386) 672-5668

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

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

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

[Remainder of this page intentionally left blank]

Witnesses:

PACE ANALYTICAL SERVICES, INC.

Dorothy Moore
Printed Name: DOROTHY MOORE

By: *Bob Dempsey*
Printed Name: Bob Dempsey
Title: General Manager

Jeffrey S. Baylor
Printed Name: Jeffrey S. Baylor

Date: 10-24-14

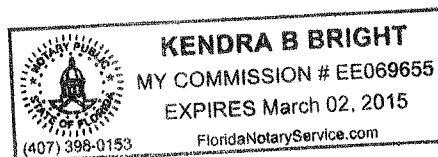
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 24 day of October, 2014 by Bob Dempsey, as General Manager of Pace Analytical Services, Inc., a Minnesota corporation, and who:

[Notary: Please select one]

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

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



Witnesses:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Theresa Gutierrez
Printed Name: Theresa Gutierrez

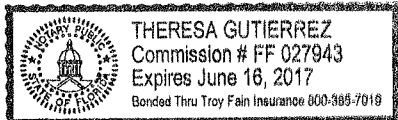
Witnesses:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Theresa Gutierrez
Printed Name: Theresa Gutierrez

STATE OF FLORIDA
COUNTY OF VOLUSIA

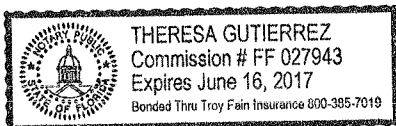
The foregoing instrument was acknowledged before me this 28 day of Oct., 2014, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of Oct., 2014, 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.



[CA ____]

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

CITY OF PORT ORANGE

By: Allen Green
Allen Green, Mayor

Date: 10/28/14

ATTEST:

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

Date: 10/28/14



Pace Analytical Services, Inc.

8 East Tower Circle
Ormond Beach, FL 32174
386.672.5668
fax 386.673.4001

**Price Schedule
2013**



Test Method	Matrix	Parameter	Price per Sample
3665	ENV	Acid Cleanup	\$ 5.00
SM2320B	DW, ENV	Alkalinity-Total, Bicarbonate, Carbonate, Hydroxide, CO2	\$ 10.00
Field Sampling	DW, ENV	Automatic Composite Sampler ISCO or eq. Per Day Rental	\$ 150.00
SM9020B	ENV	Bacteriological Use Test	\$ 250.00
SM5210B	ENV	BOD, 5 Day	\$ 23.00
300.1	DW	Bromate, Chlorate, Chlorite, Bromide	\$ 50.00
300.0/9056	DW, ENV	Bromide	\$ 10.00
EPA 18 Modified including Tedlar bag	Air	BTEX + MTBE + Hydrocarbons based on Benzene	\$ 100.00
531.1	DW	Carbamate Pesticides	\$ 70.00
SM 5310B	DW, ENV	Carbon, Total Organic (TOC)	\$ 22.00
SM5210B	ENV	Carbonaceous BOD, 5 Day	\$ 23.00
410.4	ENV	Chemical Oxygen Demand - COD	\$ 15.00
300.1	DW	Chlorate	\$ 20.00
300.0	DW, ENV	Chloride	\$ 8.00
9056	ENV	Chloride	\$ 9.00
SM4500Cl-D	DW	Chlorine, Total Residual Amperometric	\$ 12.00
300.1	DW	Chlorite	\$ 20.00
SM10200H	ENV	Chlorophyll / Pheophytin	\$ 32.00
SM9222D (one dilution)	ENV	Coliform, Fecal, Membrane Filter	\$ 15.00
SM9221C/9221E	ENV	Coliform, Fecal, MPN solids only	\$ 100.00
SM9222B (one dilution)	ENV	Coliform, Total, Membrane Filter	\$ 15.00
SM9223B / COLISURE	DW	Coliform, Total, MMO-Mug	\$ 15.00
SM2120B	DW, ENV	Color, Apparent	\$ 10.00
SM2120B	DW, ENV	Color, True	\$ 10.00
SM 2510B	DW	Conductivity	\$ 5.00
120.1, 9050	ENV	Conductivity	\$ 5.00
SM2330B	ENV	Corrosivity, Langlier Index (Ca, TDS, Temp, pH, Alk)	\$ 35.00
SM2330B	ENV	Corrosivity, Langlier Index (Calculation only)	\$ 5.00
335.4	DW, ENV	Cyanide, Total	\$ 22.00
549.2	DW	Diquat or Paraquat	\$ 85.00
1613	DW	Dioxin (2,3,7,8-TCDD) (Pace MN)	\$ 225.00
504.1	DW	EDB & DBCP	\$ 35.00
8011	ENV	EDB & DBCP	\$ 35.00
548.1	DW	Endothall	\$ 85.00
Field Sampling	DW, ENV	Field Sampling Technician, hourly, portal to portal	\$ 55.00
3620	ENV	Florisil Column cleanup	\$ 12.50
300.0	DW, ENV	Fluoride	\$ 8.00
547	DW	Glyphosphate	\$ 55.00
552.2	DW	Haloacetic Acids	\$ 100.00
SM2340B	ENV	Hardness, Calcium or Magnesium (Calculation)	\$ 9.00
SM2340B	ENV	Hardness, Total (Calculation)	\$ 17.00
515.3	DW	Herbicides	\$ 115.00

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fax 386.673.4001

**Price Schedule
2013**



Test Method	Matrix	Parameter	Price per Sample
8151	ENV	Herbicides	\$ 125.00
SM9215B	DW, ENV	Heterotrophic Plate Count (per temperature)	\$ 20.00
1010	ENV	Ignitability	\$ 25.00
1030	ENV	Ignitability solids	\$ 50.00
SM5540C	DW, ENV	MBAS (Detergents, Foaming Agents)	\$ 37.50
3050B	ENV	Metals: Acid Digestion, Soils/Sediment/Sludge	\$ 12.50
3020A	ENV	Metals: Acid Digestion, Total	\$ 7.50
3005	ENV	Metals: Acid Digestion, Total Recoverable	\$ 7.50
ICP/OES (per metal) 200.7*	DW, ENV	Metals: Al, As, Ba, Be, Cd, Ca, Cr, Cu, Fe, Mg, Mn, Ni, K, Ag, Na, Zn	\$ 8.00
ICP/OES (per metal) 6010*	ENV	Metals: Al, As, Ba, Be, Cd, Ca, Cr, Cu, Fe, Mg, Mn, Ni, K, Ag, Na, Zn	\$ 8.00
ICP/MS (per metal) 200.8*	DW, ENV	Metals: Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, Ti, Zn	\$ 9.50
ICP/MS (per metal) 6020*	ENV	Metals: Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, Ti, Zn	\$ 9.50
EPA/CE 6/94	ENV	Metals: Elutriate Extraction	\$ 135.00
Pace SOP	ENV	Metals: Filtration	\$ 15.00
SM3500-Cr D	ENV	Metals: Hexavalent Chromium (Cr+6) - Water only	\$ 30.00
245.1	DW, ENV	Metals: Mercury	\$ 18.00
7470/7471	ENV	Metals: Mercury	\$ 18.00
1631E	ENV	Metals: Mercury, Low-level (Pace Green Bay)	\$ 87.50
*Preparation (will be applied to metals cost if 3 or less metals are requested)	ENV	Metals: Turbidity / Digestion	\$ 7.50
507 mod Not Certified	DW	Nitrogen & Phosphorus Pesticides	\$ 112.50
350.1	ENV	Nitrogen, Ammonia (w/o Distillation)	\$ 11.00
300	DW, ENV	Nitrogen, Nitrate	\$ 8.00
9056	ENV	Nitrogen, Nitrate	\$ 9.00
353.2	DW, ENV	Nitrogen, Nitrate (Calculation)	\$ 9.00
353.2	DW, ENV	Nitrogen, Nitrate-Nitrite, NOx	\$ 9.00
353.2	DW, ENV	Nitrogen, Nitrite	\$ 9.00
300.0	DW, ENV	Nitrogen, Nitrite	\$ 8.00
9056	ENV	Nitrogen, Nitrite	\$ 9.00
351.2 - 350.1	ENV	Nitrogen, Organic	\$ 28.00
351.2 + 353.2	ENV	Nitrogen, Total	\$ 28.00
351.2	ENV	Nitrogen, Total Kjeldahl (TKN)	\$ 19.00
300.0	DW, ENV	NO2, NO3, F, Cl, SO4, Ortho Phosphate, Bromide *	\$ 70.00
SM2150B	DW	Odor (Potable DW Only - Dechlorinated)	\$ 15.00
SM2150B	DW	Odor (Potable DW Only)	\$ 15.00
1664 HEM	ENV	Oil & Grease (HEM)	\$ 50.00
9095	ENV	Paint Filter Liquids Test	\$ 19.00
608	ENV	PCBs	\$ 60.00
8082	ENV	PCBs	\$ 70.00
8082	ENV	PCBs in Oil	\$ 45.00

Pace Analytical Services, Inc.

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fax 386.673.4001

**Price Schedule
2013**



Test Method	Matrix	Parameter	Price per Sample
314.0	DW	Perchlorate	\$ 110.00
8081	ENV	Pesticides	\$ 85.00
508.1	DW	Pesticides & PCBs	\$ 85.00
608	ENV	Pesticides & PCBs	\$ 100.00
8081/8082	ENV	Pesticides & PCBs	\$ 100.00
608	ENV	Pesticides without PCBs	\$ 85.00
8141	ENV	Pesticides, Organophosphorus	\$ 100.00
FL-PRO	ENV	Petroleum Hydrocarbons, Total	\$ 70.00
SM 4500H+B	DW, ENV	pH	\$ 5.00
9040	ENV	pH	\$ 5.00
9045	ENV	pH Solids	\$ 10.00
420.4 / 9066	ENV	Phenols, Total Recoverable	\$ 30.00
300.0 / 9056	ENV	Phosphate, Ortho	\$ 8.00
300	DW	Phosphate, Ortho	\$ 8.00
365.1	ENV	Phosphate, Ortho (low level)	\$ 18.00
365.4	ENV	Phosphate, Total	\$ 20.00
365.3	ENV	Phosphate, Total (low level)	\$ 22.00
8270	ENV	Polynuclear Aromatic Hydrocarbons - PAH	\$ 90.00
900.0	DW	Gross Alpha	\$35.00
900.0	DW	Gross Beta - NO CHARGE WHEN RUN WITH GROSS ALPHA	\$35.00
903.1	DW	Radium-226	\$62.00
904.0	DW	Radium-228	\$62.00
ASTM D5174	DW	Uranium	\$60.00
906.0	DW	Tritium	\$60.00
SM7500-Rn	DW	Radon	\$40.00
SM2520B	ENV	Salinity	\$ 7.00
625	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Acid Extractables	\$ 110.00
8270	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Acid Extractables	\$ 110.00
525.2	DW	Semi-Volatile Organic Compounds (Semi-VOCs): Base-Neutral/Acid Extractables	\$ 120.00
625	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Base-Neutral/Acid Extractables	\$ 155.00
8270	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Base-Neutral/Acid Extractables	\$ 155.00
625	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Base-Neutrals	\$ 110.00
8270	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): Base-Neutrals	\$ 110.00
625	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): NIST Library Search (10 Components) - TICs	\$ 25.00
8270	ENV	Semi-Volatile Organic Compounds (Semi-VOCs): NIST Library Search (10 Components) - TICs	\$ 25.00
3510	ENV	Separatory Funnel Extraction	\$ 37.50

Pace Analytical Services, Inc.

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fax 386.673.4001

**Price Schedule
2013**



Test Method	Matrix	Parameter	Price per Sample
3630	ENV	Silica Gel Column Cleanup	\$ 12.50
SM 4500SiD	ENV	Silica, Reactive (Dissolved), as SiO ₂	\$ 20.00
3535	ENV	Solid Phase Extraction (SPE Disk)	\$ 42.50
SM2540B	ENV	Solids, Total (TS)	\$ 9.00
SM 2540C	DW, ENV	Solids, Total Dissolved (TDS)	\$ 9.00
160.4	ENV	Solids, Total Fixed	\$ 9.00
SM2540D	ENV	Solids, Total Suspended (TSS)	\$ 9.00
SM2540E	ENV	Solids, Total Suspended, Volatile (TSVS)	\$ 16.00
160.4 / SM2540G	ENV	Solids, Total Volatile (TVS)	\$ 16.00
3550	ENV	Sonication Extraction	\$ 37.50
3540	ENV	Soxhlet Extraction	\$ 50.00
SM2710F/CE-8I-1	ENV	Specific Gravity	\$ 12.50
1312	ENV	SPLP Extraction: Metals, Non-volatile organics	\$ 30.00
1312	ENV	SPLP Extraction: Volatile Organics / Zero headspace	\$ 30.00
300.0	DW, ENV	Sulfate	\$ 8.00
SM4500-S-E (18th Ed.)/TITR	ENV	Sulfide	\$ 25.00
9030/9034 (soil)	ENV	Sulfide	\$ 50.00
3660	ENV	Sulfur Cleanup	\$ 5.00
1311	ENV	TCLP Extraction: Metals, Non-volatile organics	\$ 30.00
1311	ENV	TCLP Extraction: Volatile Organics / Zero headspace	\$ 30.00
Sampling Media	Air	Tedlar Bag	\$ 12.50
5035	ENV	Terra Core Kit (Low Level + MEOH)	\$ 5.00
524.2	DW	Trihalomethanes (THMs)	\$ 40.00
1664 TRPH	ENV	TRPH (Total Recoverable Petroleum Hydrocarbons - HEM)	\$ 52.00
180.1	DW, ENV	Turbidity	\$ 9.00
SM 5910B	DW	UV254	\$ 30.00
8260 - add cost for TerraCore if soil	ENV	Volatile Organic Aromatics (VOAs): BTEX	\$ 50.00
524.2	DW	Volatile Organic Compounds (VOCs)	\$ 85.00
624	ENV	Volatile Organic Compounds (VOCs)	\$ 85.00
8260 - add cost for TerraCore if soil	ENV	Volatile Organic Compounds (VOCs)	\$ 100.00
624	ENV	Volatile Organic Compounds (VOCs): NIST Library Search (10 Components) - TICs	\$ 25.00
8260	ENV	Volatile Organic Compounds (VOCs): NIST Library Search (10 Components) - TICs	\$ 25.00
8260 - add cost for TerraCore if soil (soil EDB/DBCP are available)	ENV	Volatile Organic Halogens (VOHs)	\$ 75.00
Rush Service Charges	ENV	Rush Service Charges - 5 business days	50%
Rush Service Charges		Rush Service Charges - 1 business day	150%

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fax 386.673.4001

**Price Schedule
2013**



Test Method	Matrix	Parameter	Price per Sample
Rush Service Charges		Rush Service Charges - Same Day	300%
Professional Services		Professional Services - Chemist Consultation, per hour	\$ 125.00
Professional Services		Professional Services - Lab Technician, per hour	\$ 55.00
Professional Services		Professional Services - Administrative, per hour	\$ 40.00
3580	ENV	Waste Dilution	\$ 12.50
	Wipe	Wipe Media	\$ 12.50



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/31/2014

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

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

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Specialty Insurance Company	NAIC# 27154-001
	INSURER B: Liberty Mutual Fire Insurance Company	23035-001
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 21890083**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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			711014529	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			711014529	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			711014529	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	406042174	8/1/2014	8/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Property Blanket Bldg/Pers Prop/ Boiler and Machinery			YU2-Z91-452440-014	8/1/2014	8/1/2015	\$2,000,000 Limit Special Form ("All Risk")

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Division/Location: Florida 35

City of Port Orange, its officers, agents, and employees are listed as an additional insured with respects to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

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

Coll:4479545 Tpl:1846746 Cert:21890083 © 1988-2010 ACORD CORPORATION. All rights reserved.

**AMENDMENT NO. 1
TO PIGGYBACK AGREEMENT DATED OCTOBER 28, 2014**

THIS AMENDMENT NO. 1 TO PIGGYBACK AGREEMENT DATED OCTOBER 28, 2014 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **PACE ANALYTICAL SERVICES, INC.**, a Minnesota corporation registered to transact business in the state of Florida, whose principal address is 1800 Elm Street, Minneapolis, Minnesota 55414 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 18th day of May, 2014, Pace Analytical Services, Inc. entered into a Contract with Collier County pursuant to Solicitation No. 13-6148 for analytical laboratory services (the "Collier County Agreement"); and

WHEREAS, the Collier County Agreement provides for a term commencing on May 18, 2014 and continuing until May 17, 2016; and

WHEREAS the Collier County Agreement provides for one(1) optional two (2) year renewal period commencing on May 18, 2016 and continuing until May 17, 2018; and

WHEREAS, on the 28th day of October, 2014, the Parties entered into a Piggyback Agreement (the "Contract") for the acquisition of analytical laboratory services commencing on October 21, 2014 and continuing until May 17, 2016; and

WHEREAS, the Contract provides for one (1) optional two (2) year renewal period commencing on May 18, 2016 and continuing until May 17, 2018; and

WHEREAS, the Parties desire to amend the amount of the Contract for the 2016 fiscal year for an amount up to but not to exceed \$50,000.00 each fiscal year for the acquisition of analytical laboratory services; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. City Obligations. In return for the services identified above, the City agrees to compensate Contractor in amount up to but not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) for the acquisition of analytical laboratory services during each fiscal year, subject to approval by the City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

PACE ANALYTICAL SERVICES, INC.

By: _____

Steve A. Vanderboom, 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 MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Steve A. Vanderboom, as President of Pace Analytical Services, Inc., a Minnesota corporation registered to transact business in the state of Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Minnesota

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authority for HD Supply Waterworks, Ltd.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

To approve FY2016 Spending Authorization with HD Supply Waterworks, Ltd., in an amount not to exceed \$250,000, contingent upon the approval of the FY16 Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 16, 2014, City Council approved spending authorization with HD Waterworks Ltd. to purchase various materials required to operate and maintain the public utility System. This was accomplished by piggybacking a competitively bid contract between the City of Punta Gorda and HD Supply Waterworks, Ltd. under Solicitation Document #N06177. Typical purchases are for parts used in the repair of water mains, manholes, sewer mains, reclaim water mains and meter installation materials. The term of the Agreement is March 21, 2012 through March 20, 2017, subject to annual review for determination of continuation or cancelation of the remainder of the agreement.

This request is for budget authority for an amount not to exceed \$250,000 for FY2016, contingent upon the approval of the FY2016 Operating Budget.

Project No.: <u>None</u>	Funding Account No.: <u>40106005363414</u>
<u>none</u>	<u>40106005364610</u>
<u>none</u>	<u>40108005365218</u>
<u>none</u>	<u>40108005364610</u>
<u>ZMI044</u>	<u>40108005364933</u>

ATTACHMENTS:

1.	Punta Gorda Renewal Agreement	Punta Gorda Agreement Renewal.pdf
2.	Punta Gorda Participating Addendum	PortOrange062614.pdf

Wiggins, Julia	Created/Initiated - 08/17/2015
Wilson, Rick	Approved - 08/17/2015
Neff, Andrew	Approved - 08/17/2015
Riehm, Tracey	Approved - 09/16/2015
Roberts, Margaret	Approved - 09/16/2015



COPY

CITY OF PUNTA GORDA, FLORIDA

PHONE: (941) 575-3348
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950

March 19, 2012

HD Supply Waterworks, LTD
Attn: Susan Helms

RE: AGREEMENT RENEWAL – N06177

The above Agreement has been renewed for the allowed five (5) year renewal period. The dates of the renewal are March 21, 2012 – March 20, 2017. This Agreement will be reviewed annually by the City and determination will be made to continue or cancel the remainder of the Agreement.

Thank you for your service to the City of Punta Gorda.

CITY OF PUNTA GORDA

/s/

Marian H. Pace, CPPO, CPPB, FCCM
Procurement Manager



**PARTICIPATING ADDENDUM
FOR STRATEGIC AGREEMENT – UTILITY MATERIALS**

Between
City of Port Orange and **HD SUPPLY WATERWORKS, LTD.**

This Participating Addendum, **fully executed**, will add City of Port Orange as a Participating Entity to purchase from the City of Punta Gorda's Agreement N06177/UTILMAT0506 with HD Supply Waterworks, LTD.

Scope: This addendum covers the Utility Materials purchases for Governmental Agencies.

Primary Contact: The primary Entity contact for this Participating Addendum is as follows:

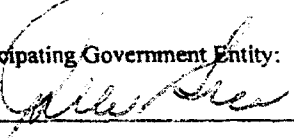
Contact: Rick Wilson, Assistant Public Utilities Director
Governmental Entity: City of Port Orange
Address: 1000 City Center Circle
City, State, Zip: Port Orange, FL 32129
Phone: 386-506-5751
Fax: 386-756-5305
Email: rwilson@port-orange.org or jwiggins@port-orange.org

This Participating Addendum and the CITY's Agreement, N06177/UTILMAT0506, (administered by the City of Punta Gorda) together with its exhibits, and amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the CITY's Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the CITY's Agreement and its exhibits and amendment, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the CITY's Agreement and its exhibits and amendments shall prevail and govern in the case of any such inconsistent or additional terms.

It is understood and agreed that each Entity will place its own orders, be invoiced by the Supplier and make its own payments to the Supplier in accordance with the City's. It is also hereby mutually understood and agreed that the City of Punta Gorda is not a legally bound party to any contractual agreement made between the SUPPLIER and Participating Entity other than the City of Punta Gorda.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

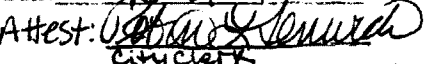
Participating Government Entity:

By: 

Name: Allen Green

Title: Mayor

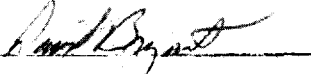
Date: 6/24/14

Attest: 
City Clerk

CITY OF PUNTA GORDA - APPROVAL TO PARTICIPATE:

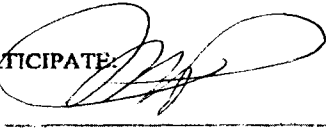
Mary H. Pace
Name

Contractor:

By: 

Name: David Bryant

Title: Branch Manager


Signature

6/24/14
Date

PARTICIPATION IS NOT VALID WITHOUT A FULLY EXECUTED ADDENDUM



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authorization with Ferguson Enterprises, Inc.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve FY2016 Spending Authorization with Ferguson Enterprises, Inc. for an amount not to exceed \$100,000, contingent upon the approval of the FY2016 Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On October 28, 2014, the City entered into a Piggyback Agreement with Ferguson Enterprises Inc. for the purchase of various operational materials that are stocked in the Public Utilities Warehouse and are utilized city-wide. These materials include brass fittings, meter boxes, various plumbing materials, pipe and repair clamps for water main breaks. This contract does not expire until April 30, 2016.

Public Utilities is requesting approval a FY2016 spending authorization in an amount not to exceed \$100,000.

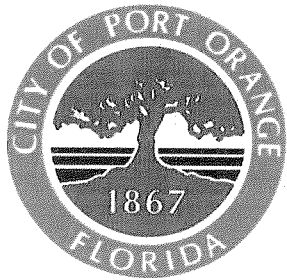
Project No.: <u>none</u>	Funding Account No.: <u>40102005335218</u>
<u>none</u>	<u>40104005355218</u>
<u>none</u>	<u>40105005365218</u>
<u>none</u>	<u>40106005363414</u>
<u>none</u>	<u>40108005365218</u>

ATTACHMENTS:

1.	Approved Piggyback Agreement	Ferguson Enterprises Inc - Piggyback Agreement fully executed.pdf
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Wiggins, Julia
Wilson, Rick
Neff, Andrew
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 08/17/2015
Approved - 08/17/2015
Approved - 08/17/2015
Approved - 09/15/2015
Approved - 09/16/2015
Final Approval - 09/17/2015



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 28 day of October, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **FERGUSON ENTERPRISES, INC.** ("Contractor"), a Virginia corporation whose principal address is 12500 Jefferson Avenue, Newport News, Virginia 23602 (collectively "the Parties").

WHEREAS, on the 19th day of March, 2014, Ferguson Enterprises, Inc. entered into a Contract with Hillsborough County, pursuant to Bid No. ITB-P-0035-0-2014/CH (the "Hillsborough County Agreement"); and

WHEREAS, the Hillsborough County Agreement provides for a term commencing on April 25, 2014 and continuing until April 30, 2016; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Hillsborough County Agreement for the purchase of materials and parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts by the City of Port Orange as set forth in the attached Exhibit "1"; and

WHEREAS, the Hillsborough County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Premises. The foregoing Premises are true and correct and are incorporated herein by reference.
2. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 28, 2014 and continuing until April 30, 2016.
3. Contractor Obligation. Contractor agrees to sell materials, parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts to the City at the unit prices set forth in the Hillsborough County Agreement, and the attached Exhibit "2", except as otherwise modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for materials, parts, or

supplies. Authorization for performance of services by the Contractor under this Contract shall be in the form of written purchase order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Hillsborough County Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$500,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

19. 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.

20. Inspection

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

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

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

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

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 28 day of October, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **FERGUSON ENTERPRISES, INC.** ("Contractor"), a Virginia corporation whose principal address is 12500 Jefferson Avenue, Newport News, Virginia 23602 (collectively "the Parties").

WHEREAS, on the 19th day of March, 2014, Ferguson Enterprises, Inc. entered into a Contract with Hillsborough County, pursuant to Bid No. ITB-P-0035-0-2014/CH (the "Hillsborough County Agreement"); and

WHEREAS, the Hillsborough County Agreement provides for a term commencing on April 25, 2014 and continuing until April 30, 2016; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Hillsborough County Agreement for the purchase of materials and parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts by the City of Port Orange as set forth in the attached Exhibit "1"; and

WHEREAS, the Hillsborough County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Premises. The foregoing Premises are true and correct and are incorporated herein by reference.
2. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 28, 2014 and continuing until April 30, 2016.
3. Contractor Obligation. Contractor agrees to sell materials, parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts to the City at the unit prices set forth in the Hillsborough County Agreement, and the attached Exhibit "2", except as otherwise modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for materials, parts, or

supplies. Authorization for performance of services by the Contractor under this Contract shall be in the form of written purchase order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Hillsborough County Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$500,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the 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	

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

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

20. Inspection

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

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

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

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

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and

adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

27. Additional Provisions

(a) As may have been outlined in Exhibit "1," Exhibit "2," and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the Hillsborough County Agreement to "County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Hillsborough County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Ferguson Enterprises, Inc. Attention: Justin Montandon 12500 Jefferson Avenue Newport News, Virginia 23602 (407) 859-7473

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

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

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

[Remainder of this page intentionally left blank]

Witnesses:

FERGUSON ENTERPRISES, INC.

Susan Braithwaite
Printed Name: Susan Braithwaite

By: Justin Montandon
Printed Name: Justin Montandon
Title: Municipal Sales

Shawn Tucker
Printed Name: Shawn Tucker

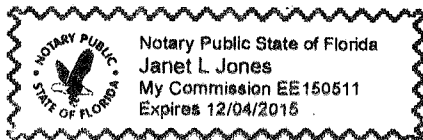
Date: 10/23/2014

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of Oct, 2014 by Justin Montandon, as Municipal Sales of Ferguson Enterprises, Inc., a Virginia corporation, and who:

[Notary: Please select one]

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



Janet L. Jones
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

By: Allen Green
Allen Green, Mayor

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: 10/28/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of Oct, 2014, 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.



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

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Theresa Gutierrez
Printed Name: Theresa Gutierrez

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

Date: 10/28/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of Oct., 2014, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



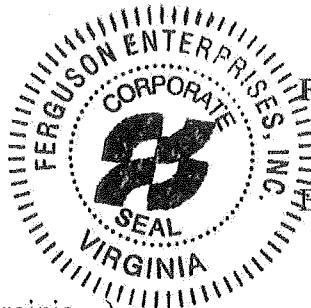
Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities in Florida are doing business as Ferguson Waterworks, and ii) Justin Montandon is in Outside Sales in Florida and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2013, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals to the Corporation's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2015.

Dated: June 3, 2014



FERGUSON ENTERPRISES, INC.

By: _____

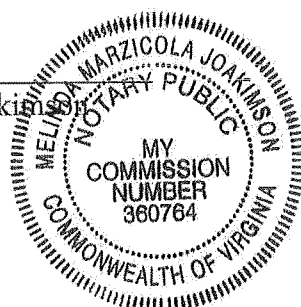
David N. Meeker, Assistant Secretary

Commonwealth of Virginia)

City of Newport News)

Sworn to subscribed and acknowledged before me this 3rd day of June, 2014, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation.

Notary – Melinda Marzicola Joakims



My commission expires: August 31, 2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. Widening

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a Joint Project Agreement consistent with this agenda item between the City Of Port Orange and the Pioneer Community Development District for relocation of utilities for the South Williamson Blvd Extension Widening Project in the amount not to exceed \$181,274.60; to approve an unforeseen condition allowance of \$50,000.00 and to authorize to the Mayor and City Clerk to execute the final Joint Project Agreement as reviewed and approved by the City Manager and City Attorney.

SUMMARY: The South Williamson Blvd extension and widening project from Airport Rd to Pioneer Trail is a partnership among Volusia County, the Pioneer Community Development District and the City of Port Orange. As part of the City of Port Orange commitments to this road project, the City had donated 12.5 state wetland mitigation credits to Volusia County in 2013 which were valued at \$500,000.00.

The South Williamson Blvd. extension and widening project is being built under a contract between Halifax Paving and the Pioneer Community Development District. As a result of the road widening, some City utilities are in direct conflict with the proposed drainage system and gravity walls. The City utilities in conflict are within Volusia County right-of-way and the County is requesting the City to relocate our utilities at our cost. In this case, the City is legally obligated to relocate the conflicting utilities in the county right-of-way.

This project has already been bid and awarded to Halifax Paving by Volusia County and the Pioneer Community Development District. The utility relocation has been bid in lump sum in the amount of \$181,274.60, the lowest price among three bidders. Staff has performed an expedited review of this project and is requesting an additional \$50,000 for the unforeseen condition allowance to be established for this project for a total spending authorization of \$231,274.60.

A preliminary draft of the JPA Agreement is attached for your review of the purpose of this agenda item.

Project No.: URL010
URL010
URL010

Funding Account No.: 40302005336397
40304005356397
40308005336397

ATTACHMENTS:

1.	Williamson JPA Agreement	Williamson JPA 091515.pdf
2.	Halifax Bid	Halifax Bid.pdf
3.	Interlocal Agreement - Jan 2013	Interlocal Agmt City-County Jan 2013.pdf

Wiggins, Julia	Created/Initiated - 08/20/2015
Wilson, Rick	Approved - 08/21/2015
Neff, Andrew	Approved - 08/28/2015
Riehm, Tracey	Approved - 08/31/2015
Roberts, Margaret	Approved - 09/16/2015
Harden, David	Approved - 09/17/2015
Johansson, M. Jake	Final Approval - 09/17/2015

**JOINT PROJECT AGREEMENT BETWEEN PIONEER
COMMUNITY DEVELOPMENT DISTRICT AND THE
CITY OF PORT ORANGE FOR UTILITY LINE
ADJUSTMENT; AND CONTRUCTION ON THE
PROPOSED EXTENSION OF WILLIAMSON BOULEVARD
IN THE CITY OF PORT ORANGE**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the Pioneer Community Development District (DISTRICT), an independent special district of the State of Florida, and the City of Port Orange (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's potable water lines, reclaimed water lines and force main to avoid conflicts within the DISTRICT'S construction work on the southerly extension of Williamson Boulevard in Port Orange, Florida. Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the DISTRICT is constructing, reconstructing, improving or otherwise changing a portion of South Williamson Boulevard in Port Orange between Taylor Road and Pioneer Trail (EXTENSION), a part of the Volusia County right-of-way system and pursuant to the approval of Volusia County; and

WHEREAS, the DISTRICT has prepared design drawings and specifications for the construction of the EXTENSION; and

WHEREAS, the DISTRICT has entered into a construction contract with Halifax Paving, Inc. for the DISTRICT RIGHT-OF-WAY WORK; and

WHEREAS, the CITY is willing to make adjustments to the CITY's existing potable water lines, reclaimed water lines and force main (CITY UTILITY WORK) within the County of Volusia right-of-way to avoid conflicts with the DISTRICT RIGHT-OF-WAY WORK; and

WHEREAS, the DISTRICT will prepare, at its expense, design drawings for the CITY UTILITY WORK, and will furnish the CITY AND COUNTY with a complete set of design drawings covering all construction requirements of the CITY UTILITY WORK; and

WHEREAS, the DISTRICT and the CITY have determined that it would be in the best interest of the general public to perform construction of the CITY UTILITY WORK during and coincident with the DISTRICT RIGHT-OF-WAY WORK; and

WHEREAS, the CITY, by this AGREEMENT, agrees to pay all costs incurred for the CITY UTILITY WORK as set forth in this Joint Project Agreement (AGREEMENT); and

WHEREAS, the DISTRICT, by this AGREEMENT, agrees to assume all costs incurred for the DISTRICT RIGHT-OF-WAY WORK.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. MUTUAL COOPERATION

The DISTRICT and CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the DISTRICT RIGHT-OF-WAY WORK and the CITY UTILITY WORK. The DISTRICT and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the DISTRICT and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

B. CITY UTILITY WORK

1. UTILITY PLANS AND DOCUMENTS

The City will use the DISTRICT Engineer's utility adjustment plans for the CITY UTILITY WORK.

2. PLAN COORDINATION

The CITY has reviewed the DISTRICT Engineer's plans for the CITY UTILITY WORK and coordinated with the DISTRICT to avoid delays.

3. CONFLICTS

The Parties expressly agree that the DISTRICT RIGHT-OF-WAY WORK shall take priority over the CITY UTILITY WORK. The CITY UTILITY WORK shall be designed, located or relocated to avoid conflict between the CITY UTILITY WORK and the DISTRICT RIGHT-OF-WAY WORK. Any conflicts between the existing or proposed facilities in the DISTRICT RIGHT-OF-WAY WORK and the CITY UTILITY WORK shall be adjusted or relocated to adequately accommodate the DISTRICT RIGHT-OF-WAY WORK at the CITY'S sole expense for the water line relocation.

4. CITY REPRESENTATIVES

- a. At its own expense, the CITY shall provide, as needed, one inspector/representative to observe the construction and assist in the coordination of testing of the CITY

UTILITY WORK and to respond to any CITY UTILITY WORK related questions during the performance of the CITY UTILITY WORK.

C. PROJECT PROCESS

1. NOTIFICATION & AWARD

The DISTRICT has awarded the construction contract for the Extension and entered into a construction contract with Halifax Paving, Inc. The CITY UTILITY WORK was included in the original bid as bid Alternate No. 1 for a lump sum.

2. CHANGE ORDERS

For any other change to the CITY UTILITY WORK, a change order shall be requested in writing by the CITY. Any such request shall include a written description of the changed work and a sketch in a form acceptable to the DISTRICT. The DISTRICT shall review the change order documents only for their effect on the DISTRICT RIGHT-OF-WAY WORK and the overall cost of the contract. An authorized CITY representative shall sign the change order documents prior to submittal to the DISTRICT. The CITY shall be responsible for the cost of change orders relating to the potable water line.

3. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the DISTRICT Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract including, but not limited to, the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the District's Engineer after consultation with the CITY. The decision of the District's Engineer upon all such questions, difficulties and disputes thereunder shall be final. The CITY shall be provided the contractor's monthly pay requests for the amount of the CITY UTILITY WORK for review and acceptance as to the percentage or quantities, as applicable, of work completed prior to the DISTRICT issuing payment to the contractor from the CITY'S initial payment to the DISTRICT.

4. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all of the CITY'S utility facilities according to the COUNTY'S standard use permit conditions for occupancy of public rights-of-way. The CITY agrees that it shall:

- (a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY; and
- (b) Comply with all provisions of law and the COUNTY'S manual with amendments and specifications for traffic control routing and parking; and
- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

D. CITY FUNDING

The CITY agrees to provide a cash payment to the DISTRICT, in advance of the award of the contract, to fully fund the CITY UTILITY WORK, in the amount of One Hundred Eighty-One Thousand Two Hundred Seventy-four and 60/100 Dollars (\$181,274.60) in accordance with the terms of this AGREEMENT.

Upon final completion of all construction, the DISTRICT will conduct a true-up of all bid quantities, including change orders, whether increasing or decreasing the costs of the CITY UTILITY WORK, and a final reconciliation of all CITY UTILITY WORK costs will be prepared by the DISTRICT and provided to the CITY for review and acceptance. If the CITY's initial cash payment to the DISTRICT for the CITY UTILITY WORK is less than the final amount of the CITY UTILITY WORK based on the final reconciliation, the DISTRICT will invoice the CITY for the shortfall amount. The CITY, within sixty (60) days of receipt of the invoice and final reconciliation, shall pay to the DISTRICT any shortfall amount. Conversely, if the CITY'S initial cash payment to the DISTRICT for the CITY UTILITY WORK is more than the final CITY UTILITY WORK costs based on the final reconciliation, the DISTRICT shall pay to the CITY the amount overpaid within sixty (60) days after the CITY'S acceptance of the final reconciliation.

E. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in Section 768.28, Florida Statutes (2013).

F. MISCELLANEOUS

1. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO DISTRICT: ENGLAND, THIMS & MILLER, INC.
DISTRICT ENGINEER

TO CITY: ANDREW NEFF, PUBLIC UTILITIES DIRECTOR
PUBLIC UTILITIES DEPT.
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FLORIDA 32129

2. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida.

3. AGREEMENT TERM

This AGREEMENT shall be effective on the executed date of the DISTRICT and shall continue in full force and effect until final reconciliation and payment in full by the CITY under this AGREEMENT is received by the DISTRICT and the completion of all other terms as provided herein.

5. FORCE MAJEURE

Neither the DISTRICT nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the non performing Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

6. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

7. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

8. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

9. AMENDMENT

The AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the DISTRICT and CITY.

10. ENTIRE AGREEMENT

All negotiations, proposals and draft agreements prior to the date of execution of this AGREEMENT are hereby superseded by this AGREEMENT. This AGREEMENT shall constitute the entire AGREEMENT of the DISTRICT and CITY with respect to the DISTRICT'S RIGHT-OF-WAY WORK and the CITY UTILITY WORK.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the DISTRICT and the CITY.

12. EXECUTION OF DOCUMENTS

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The DISTRICT shall retain one (1) fully executed copy and the CITY shall retain one (1) fully executed copy.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the last execution date written below.

ATTEST:

CITY OF PORT ORANGE

ROBIN L. FENWICK, CMC,
CITY CLERK

BY: _____
ALLEN GREEN, MAYOR

DATE: _____

**PIONEER COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____

DATE: _____

June 6, 2014

TOTAL LUMP SUM BID PRICE

Bid Alternate Number 1

Water Main, Reuse Main and Force Main Construction/Adjustments.

A1-1 MOBILIZATION FOR CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN CONSTRUCTION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

TOTAL LUMP SUM PRICE ITEM A1-1:

\$ 5,000.00 (Numerals)

FIVE THOUSAND DOLLARS (Written)

A1-2 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION AND STORM WATER POLLUTION PREVENTION PLAN FOR CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN CONSTRUCTION

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater. Includes all measures that are required to comply with the State of Florida water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes but is not limited to the following:

ARTIFICIAL COVERINGS
SANDBAGGING
SLOPE DRAINS (TEMPORARY)
SEDIMENT BASINS
SEDIMENT BASIN CLEANOUTS
HAY OR STRAW BALE (18" X 18" X 36")
TURBIDITY BARRIER FLOATING
TURBIDITY BARRIER STAKED
SILT FENCE STAKED (TYPE III)
STAKED SILT FENCE (TYPE IV)
SOIL TRACKING PREVENTION DEVICE
ROCK BAGS
PLAN IMPLEMENTATION, INSPECTION, AND MAINTENANCE
PLASTIC EROSION CONTROL MAT
TEMPORARY SOD (PEGGED)

June 6, 2014

TOTAL LUMP SUM PRICE ITEM A1-2:

\$ 10,000.00 (Numerals)

TEN THOUSAND DOLLARS (Written)

A1-3 CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN
CONSTRUCTION

Includes the construction/adjustment of the water transmission, force main and reuse main as required for construction of S. Williamson Blvd. Widening between Sta.209+00 and Sta 239+00. Includes the preparation and submittal of all water as-builts as required by the City of Port Orange, Florida Department of Environmental Protection, and Volusia County.

TOTAL LUMP SUM PRICE ITEM A1-3:

\$ 166,274.60 (Numerals)

ONE HUNDRED SIXTY SIX THOUSAND (Written)
TWO HUNDRED SEVENTY FOUR DOLLARS AND
SIXTY CENTS

TOTAL LUMP SUM PRICE BID ALTERNATE 1 (A1-1 + A1-2 + A1-3):

\$ 181,274.60 (Numerals)

ONE HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED (Written)
SEVENTY FOUR DOLLARS & SIXTY CENTS

**INTERLOCAL AGREEMENT
FOR WILLIAMSON BLVD EXTENSION
BETWEEN THE CITY OF PORT ORANGE, FLORIDA AND THE COUNTY OF VOLUSIA**

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is entered into as of this 15 day of January 2013 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 32720-4612, hereinafter referred to as "**County**" and the City of Port Orange, Florida with administrative offices at 1000 City Center Circle, Port Orange, FL 32129, hereinafter referred to as "**City**."

RECITALS

WHEREAS, the County is party to an agreement dated September 20, 2012, with Intervest Construction, Inc. and the Pioneer Community Development District, pursuant to which the County has undertaken certain obligations intended to facilitate the extension of Williamson Boulevard through an area within the City of Port Orange from just south of Airport Road proceeding south for approximately 2.6 miles to an intersection with Pioneer Trail (the "Project"), as more fully described and depicted in Exhibits A hereto ("Williamson Boulevard Extension Agreement"). The parties recognize that Exhibit A depicts conceptual alignment of the extension of Williamson Boulevard and the final alignment is subject to approval during the design and permitting process; and

WHEREAS, the parties to the Williamson Boulevard Extension Agreement anticipate that permitting for the Project will necessitate the acquisition of wetlands mitigation credits to meet compensatory mitigation requirements; and

WHEREAS, City is the sponsor and operates one or more mitigation areas (the "Mitigation Area") established pursuant to St. Johns River Water Management District ("SJRWMD") Permit #4-127-64024-1 and Department of Army Corps of Engineers ("ACOE") Permit #SAJ-2003-7849t ("City Permits") previously approved by the St. Johns River Water Management District and Army Corps of Engineers.

WHEREAS, among its obligations under the Williamson Boulevard Extension Agreement, the County has Committed to acquiring a portion of the wetland mitigation credits associated with the Project from the City; and

WHEREAS, the City deems the Project to be in the best interest of its residents, and the City desires to cooperate with the County in facilitating the Project; and

WHEREAS, in order to assist the County with the Project, the City is willing to donate to County a portion of the wetland mitigation credits required for the Project that the City has readily available; and

WHEREAS, the purpose of this agreement is to define the relationship between the two parties and to set forth the rights and obligations therein;

NOW, THEREFORE, in consideration of the foregoing recitals, mutual promises contained herein, and other good and valuable consideration the parties agree as follows:

Recitals

1. Legislative Findings/Representations. The foregoing representations, recitals, and findings are hereby adopted and incorporated herein as a material part of this Agreement.

Mitigation Credits

2. Donation. City hereby donates and otherwise conveys to County twelve and one-half wetland mitigation credits to meet the compensatory mitigation requirements of the Project upon the terms and conditions set forth in this section.

A. City was issued on January 13, 2004, St. Johns River Water Management District ("SJRWMD") Permit #4-127-64024-1 authorizing the City to operate a federal wetland mitigation bank on portions of the central wellfield properties. City was issued on July 16, 2009, Department of Army Corps of Engineers ("ACOE") Permit #SAJ-2003-7849 authorizing the City to operate a federal wetland mitigation bank on portions of the central wellfield properties. (the SJRWMD and ACOE mitigation bank credits are collectively referred to as "Credits").

B. City shall execute any documents reasonably required by County to effectuate the transfer of the Credits on or before the earliest of a) the time required by any permit issued by the St. Johns River Water Management District and Army Corps of Engineers for the Project, or b) thirty (30) days after completion of survey layout, clearing and grubbing, and stripping associated with the Project.

C. County acknowledges and agrees that it does not have and shall not hereafter have: (1) any rights to any monies generated by or related to the Mitigation Area (whether the surface or the subsurface of the Mitigation Area); or (2) any rights of ownership, use, or otherwise in the Mitigation Area.

3. Project Abandonment. Should all permits required for the Project not be issued by the St. Johns River Water Management District and Army Corps within eighteen (18) months of execution of this Agreement by both parties, or construction of the Project not commence within two (2) years of securing all required permits, the County shall convey all of its right, title and interest in the Credits back to the City at no cost to the City within thirty (30) days of written demand by the City. In such event, County shall execute any documents reasonably required by City to effectuate the transfer of the Credits

Miscellaneous

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein 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 either party or any part thereof.

5. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

A. COUNTY:

County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612
Attention: County Manager

B. CITY:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129.
Attention: City Manager

Copy to:

6. 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.

7. 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, "Florida Governmental Conflict Resolution Act."

8. 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 impossible or no longer practical for either party.

9. Sovereign Immunity. Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and, nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either party for damages, losses, attorney's fees and costs, 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 section or this Agreement shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party, nor shall any part or portion of this Agreement be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Fla. Stat. Also, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

~~10. Insurance. City shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, either an adequate self-insurance fund or policies of insurance, or both, which insures the party against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to acts or omissions of such party which arise under the terms and provisions of this Agreement or which are in any way related~~

Initials:
City County

thereto. Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

- A. Commercial General Liability in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, TWO MILLION (\$2,000,000.00) DOLLARS per aggregate;
- B. Business Automobile Liability Insurance in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, bodily injury and property damage liability; and
- C. Pollution Liability insurance or Storage Tank insurance in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, covering each of the fuel storage tanks owned by each party. Any pollution liability or storage tank policy issued pursuant to this sub-subsection shall either list the other party as an additional insured or otherwise include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the other party. Furthermore, any pollution liability or storage tank policy required hereunder shall not have a deductible greater than twenty-five thousand dollars (\$25,000.00).
- D. Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement.

If a contract worker of either party is used to provide material or services under this Agreement, the City shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform to the above mentioned requirements and to provide the County with a copy of a current certificate of insurance.

10.1 City shall provide County a copy of each certificate of insurance or self-insurance providing the coverage required by this Agreement. Each certificate shall be dated and show:

- A. The name of the insured, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. The County as additional insured on each commercial general liability policy.

10.2 Except as otherwise set forth in Section 1 of this Part III, County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy required to be procured by it. The payment of deductible or self-insured retention for such policy shall be the sole responsibility of the City and/or contractor responsible for the coverage.

10.3 If any policy as required is written on a claims-made basis, City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained during the Term of this Agreement and for a period of two (2) years thereafter.

P as Initials:
City and County

~~10.4 Failure of the City to acquire and maintain the insurance coverages described above shall be a material breach of this Agreement.~~

~~10.5 Failure of City to provide the other with a current certificate of insurance for each policy required hereunder within fifteen (15) days of a written request shall be a material breach of this Agreement.~~

~~10.6 Each party shall give prompt written notice to the other of all known losses, damages, or injuries to any person or to property of the other or third persons that may be in any way related to this Agreement for which a claim might be made against the other. Each party shall promptly report to the other all such claims or potential claims which are known and related to this Agreement.~~

~~10.7 This section shall survive the expiration or termination of this Agreement.~~

11. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement between the City of Port Orange, Florida and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

**CITY OF PORT ORANGE, a political
subdivision of the State of Florida**

By: [Signature]
Name: Allen Green
Title: Mayor
Date: January 15, 2013

ATTEST:

By: [Signature]
Name: Kenneth W. Parker
Title: City Manager
Date: January 15, 2013

**COUNTY OF VOLUSIA, a political
subdivision of the State of Florida**

By: [Signature]
Name: Joyce Cusack
Title: Vice-Chair, County Council
Date: 11/14/12

ATTEST:

By: [Signature]
Name: James T. Dinneen
Title: County Manager
Date: 11/20/2012

Initials:
[Signature]
County

Exhibit A-1

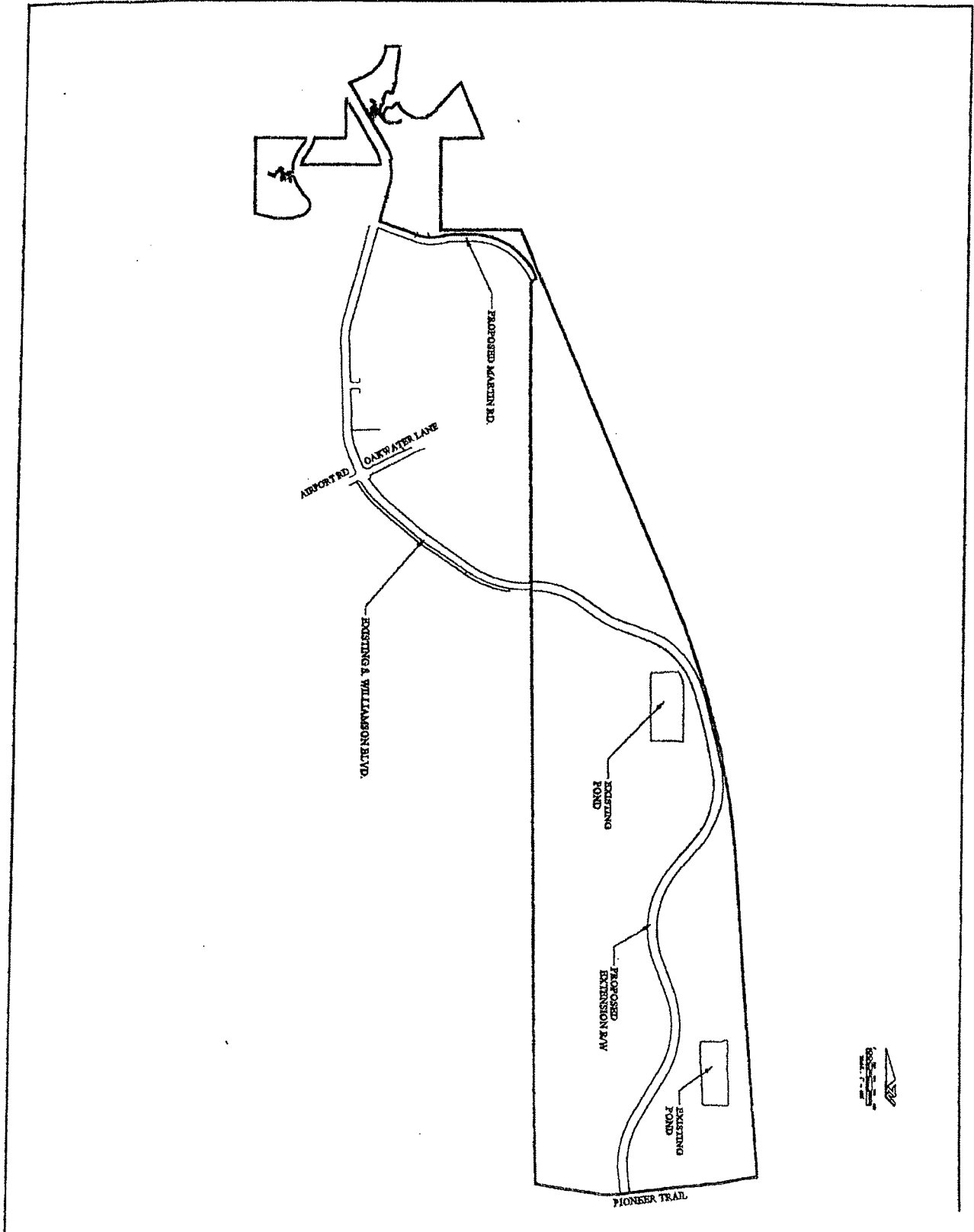


Exhibit A-2

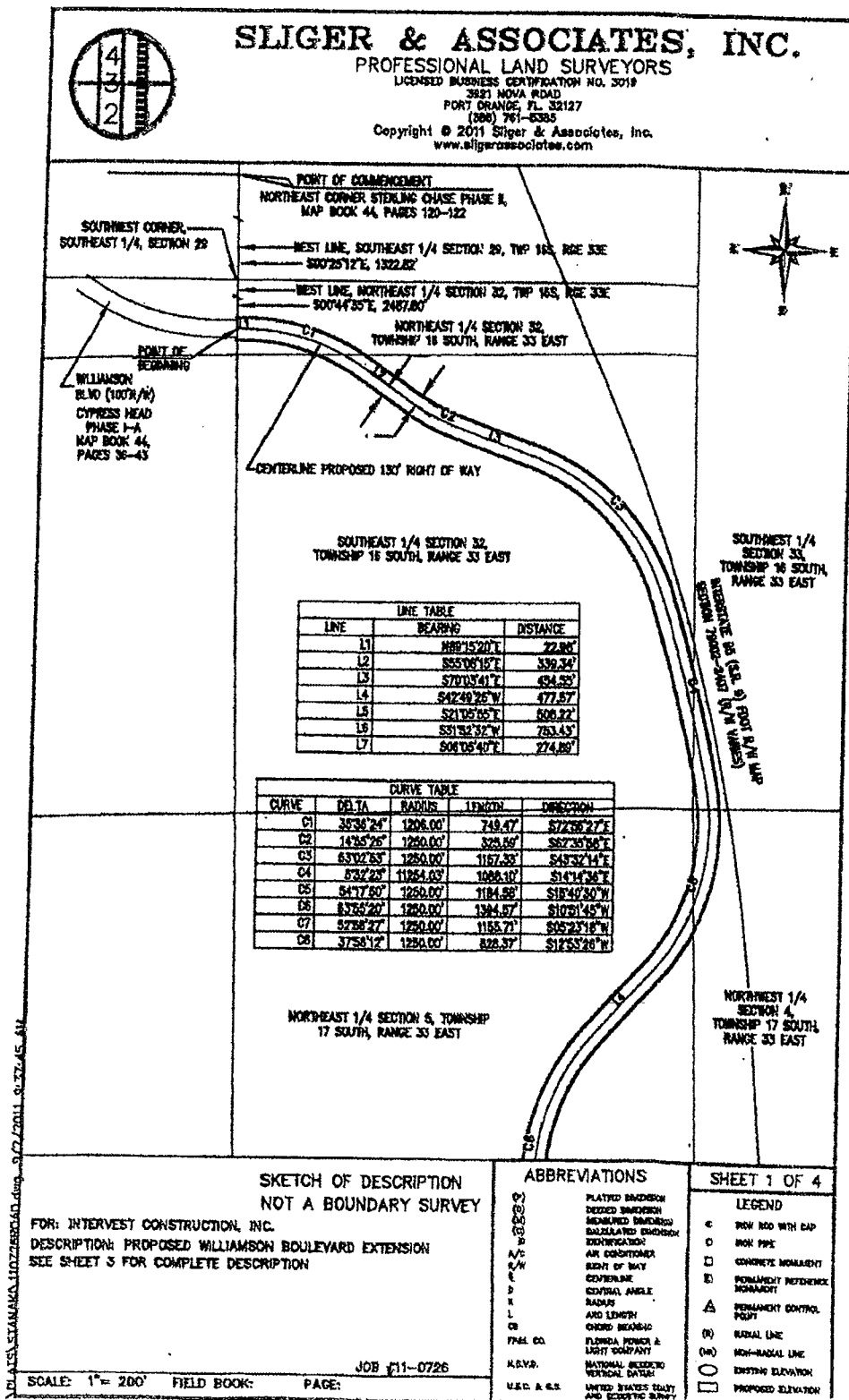
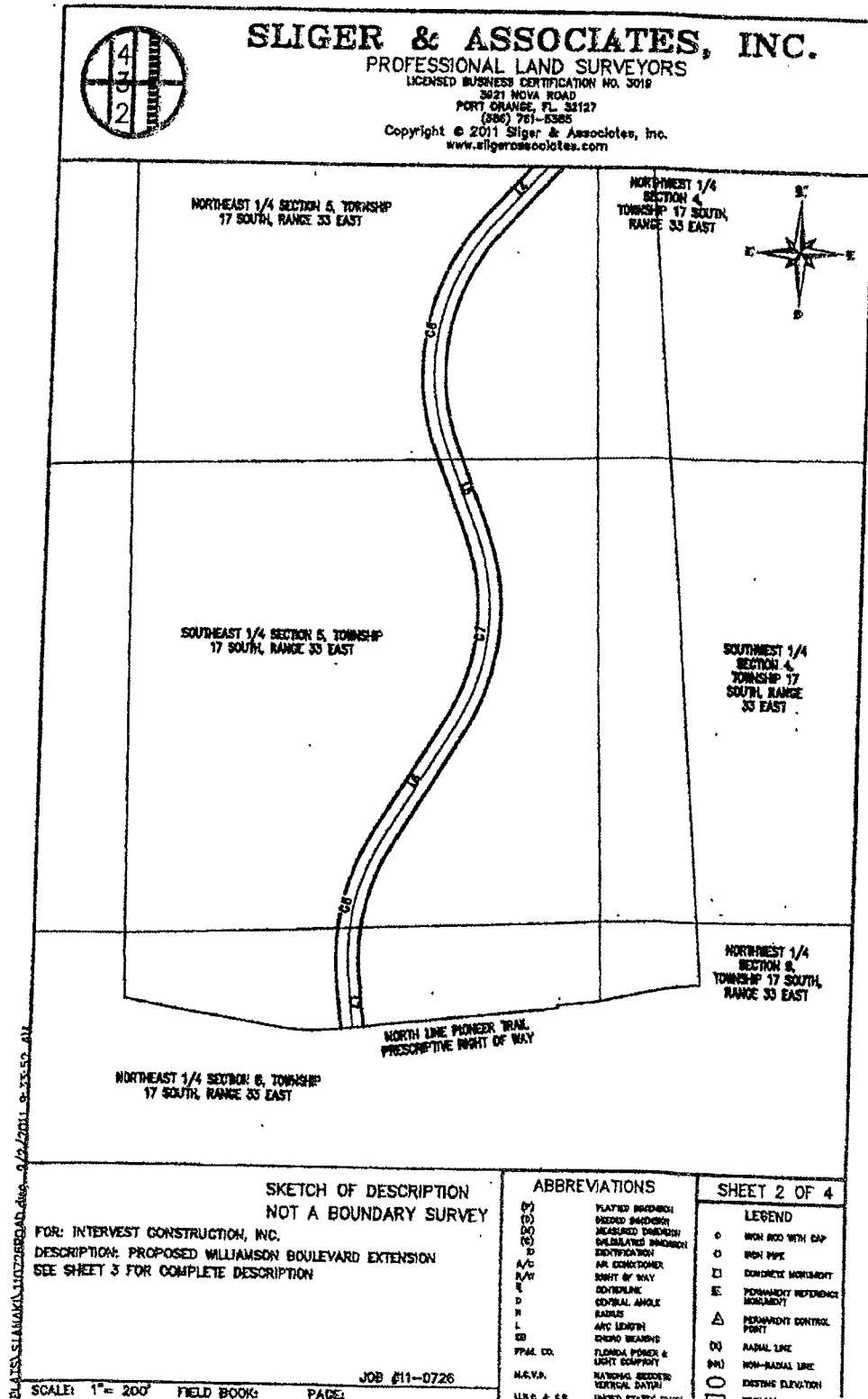
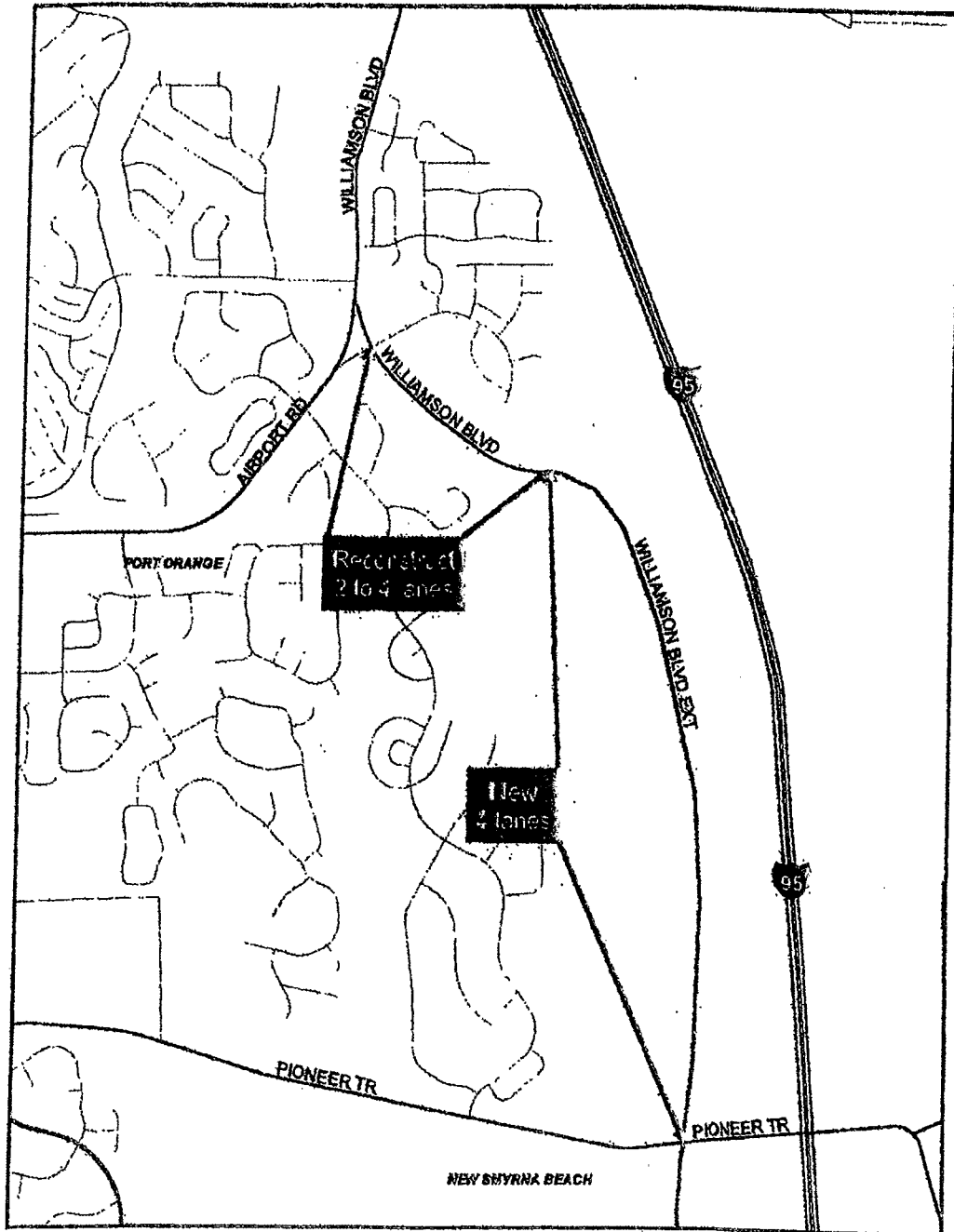


Exhibit A-3



PLANS: SLIGER ASSOCIATES, INC. 9/12/2011 9:15:00 AM

Exhibit A-4



Date: 11/03/05
SW

Location Map
Williamson Blvd Extension





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Interlocal Agreement with Town of Ponce Inlet for Construction of Sewer Laterals

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve an Interlocal Agreement with the Town of Ponce Inlet consistent with this agenda item for the installation of gravity sewer lines on Inlet Harbor Road for an amount not to exceed \$14,640; and to Mayor and City Clerk to execute the interlocal agreement, upon review and approval of the City Manager and the City Attorney.

SUMMARY: On August 12, 2015, the Public Utilities Department received a letter from the Town of Ponce Inlet requesting the city to assist with a portion of the funding to install gravity sewer lines on Inlet Harbor Road. The Town of Ponce Inlet is performing a town-wide water system improvement project and the timing of this project created an opportunity to provide for the installation of gravity sewer lines on Inlet Harbor Road

Inlet Harbor will have 8 new homes coming online in the coming few years on the north side, which would promptly connect to the new gravity sewer line. There are 9 existing homes on the south side which would connect to sewer in accordance with current requirements. This will eliminate the existing septic tanks that are located in close proximity to the Halifax River.

The funding will provide for extension of sewer laterals to the edge of the right-of-way for amount not to exceed \$14,640.

Project No.: UCP001 Funding Account No.: 40504005356397

ATTACHMENTS:

1.	Town Of Ponce Inlet Request Letter	PI to PO - Funding Request.pdf
2.	Bid Tabulation	PI076 AWARD LTR and BID TAB (3).pdf
3.	Change Order 1	PI076 Change Order 1 Summary (3).pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew

Created/Initiated - 08/13/2015
Approved - 08/13/2015
Approved - 08/18/2015

Riehm, Tracey	Approved - 09/15/2015
Roberts, Margaret	Approved - 09/17/2015
Harden, David	Approved - 09/17/2015
Johansson, M. Jake	Final Approval - 09/17/2015



Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

August 12, 2015

Mr. Andrew Neff, Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Mr. Neff:

The Town of Ponce Inlet will be performing a townwide water system improvements project over the next year. The timing of this project created a unique opportunity to work with a local developer on Inlet Harbor Road in Ponce Inlet for the purpose of obtaining funding toward the installation of a gravity sewer line on this road. Inlet Harbor Road will have 8 new homes coming online in the coming few years on the north side, which would promptly connect to the new gravity sewer line. Inlet Harbor Road has nine existing homes on the south side, which would connect to sewer in accordance with current requirements – thereby eliminating the existing septic tanks that are located adjacent to the Halifax River.

The Town is working with Quentin Hampton and Associates for all required permitting and this firm will be performing all inspections on this project. As a requirement of the permitting, the City of Port Orange has agreed to accept this new gravity sewer line upon completion as a capital asset within the City's sewer system. The Town has bid this project and JD Weber Construction is the lowest bidder. Award of this project to JD Weber is anticipated at the Ponce Inlet Town Council meeting on August 20th, 2015. A pre-construction conference for the entire water-sewer system improvement project is anticipated to be scheduled the week of August 24th. The timeline for the construction and completion of the sewer project on Inlet Harbor Road will be between late October 2015 and early February 2016, in order to accommodate the off-season preference of the restaurant and marina located on this road.

At this point, the Town would like to formally request that the City of Port Orange issue a purchase order to the Town of Ponce Inlet to cover the costs of the sewer laterals on Inlet Harbor Road in the amount of **\$14,640**. A copy of the bid tabulation sheet, Weber's original bid, and change-order number one are attached for your information.

The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens the greatest value for their dollar.

If you have any questions, please call my office at 386-322-6729. Thank you for your consideration.

Yours truly,

A handwritten signature in blue ink that reads "Jeaneen Witt". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Jeaneen Witt, CMC
Town Manager

Copy: Mr. Andrew Giannini, PE, Quentin L. Hampton Associates, Inc.
Ms. Emily Kroeger, Finance Manager
Mr. Keith Gunter, Public Works Manager
Project file

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

July 6, 2015

Jeaneen Witt
Town of Ponce Inlet
4300 S. Atlantic Avenue
Ponce Inlet, FL 32127

Email: jwitt@ponce-inlet.org
Hard Copy Mailed Only on Request

TOWN OF PONCE INLET
WATER SYSTEMS IMPROVEMENTS 2015
BID NO. 2015-02
SRF NO. DW64140
AWARD RECOMMENDATION

Dear Jeaneen,

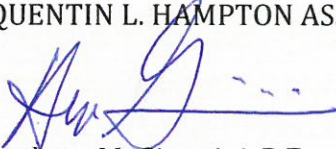
On June 30, 2015, the Town received six (6) sealed construction bids for the above referenced project. All were reviewed for bid compliance and all deemed responsive. Based on the bids submitted and the bid tabulation, the apparent low bidder is JD Weber Construction of Ormond Beach, Florida with a total bid of \$1,456,357.00. The second low bidder is Young's Communication with a total bid of \$1,553,617.75.

We have worked with JD Weber on several projects of this nature in the past. They have completed other water main projects for Ponce Inlet satisfactorily, in our opinion. JD Weber has assured us that they have the equipment and manpower available to perform this project within the time allotted.

Therefore, based on the review of the bids and with our past experiences with them, we recommend that the City award the project to JD Weber Construction for the amount of \$1,456,357.00 as shown on the attached bid tabulation.

We look forward to assisting the Town during the construction phase of this project. Please call our office if there are any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Andrew M. Giannini, P.E.
Project Engineer

AMG:bf

Attachment, Bid Tabulation

cc: Keith Gunter, Town of Ponce Inlet – kgunter@ponce-inlet.org
Kim McColl, QLH – kmccoll@qlha.com

TOWN OF PONCE INLET
WATER SYSTEMS IMPROVEMENTS 2015
BID NO. 2015-02
SRF NO. DW64140

Engineers Certification

I hereby certify that this is a true and correct compilation of the bids received. If applicable, unit prices were assumed to prevail in correcting any mathematical errors made by bidders. Owner may choose to award bid based upon original submitted totals.

Andrew M. Giannini, P.E.
Quentin L. Hampton Associates, Inc.
Florida Registration No. 46601



				JD Weber	Youngs Communication		Masci Corporation		Contour Construction		TD Landmark Construction		Murphy Pipeline		
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	POTABLE WATER (FDEP SRF Eligible)														
1	Water Main (w/all joints restrained)														
	a) 2" Poly Water Line (230 shown on plans)	280	LF	\$24.00	\$6,720.00	\$32.00	\$8,960.00	\$23.45	\$6,566.00	\$16.00	\$4,480.00	\$15.00	\$4,200.00	\$45.00	\$12,600.00
	b) 6" PVC C900 (329 shown on plans)	400	LF	\$37.40	\$14,960.00	\$57.50	\$23,000.00	\$77.39	\$30,956.00	\$130.00	\$52,000.00	\$85.00	\$34,000.00	\$65.00	\$26,000.00
	c) 8" PVC C900 (513 shown on plans)	550	LF	\$42.50	\$23,375.00	\$73.00	\$40,150.00	\$39.80	\$21,890.00	\$82.00	\$45,100.00	\$85.00	\$46,750.00	\$87.00	\$47,850.00
	d) 10" PVC C900 (3354 shown on plans)	3,400	LF	\$50.20	\$170,680.00	\$45.50	\$154,700.00	\$45.80	\$155,720.00	\$64.00	\$217,600.00	\$49.00	\$166,600.00	\$101.00	\$343,400.00
2	Horizontal Directional Drill														
	a) 6" HDPE DR11 (2066 shown on plans)	2,100	LF	\$40.00	\$84,000.00	\$38.00	\$79,800.00	\$35.43	\$74,403.00	\$50.00	\$105,000.00	\$57.00	\$119,700.00	\$89.00	\$186,900.00
	b) 8" HDPE DR11 (2850 shown on plans)	2,900	LF	\$52.00	\$150,800.00	\$49.00	\$142,100.00	\$49.15	\$142,535.00	\$62.00	\$179,800.00	\$59.00	\$171,100.00	\$98.00	\$284,200.00
	c) 12" HDPE DR11 (1657 shown on plans)	1,700	LF	\$72.00	\$122,400.00	\$85.00	\$144,500.00	\$71.56	\$121,652.00	\$90.00	\$153,000.00	\$83.00	\$141,100.00	\$135.00	\$229,500.00
3	Gate Valves w/ valve box, resilient seat AWWA 509														
	a) 4 inch (1 shown on plans)	1	EA	\$940.00	\$940.00	\$989.00	\$989.00	\$750.00	\$750.00	\$1,520.00	\$1,520.00	\$1,450.00	\$1,450.00	\$850.00	\$850.00
	b) 6 inch (6 shown on plans)	6	EA	\$1,120.00	\$6,720.00	\$1,174.00	\$7,044.00	\$920.00	\$5,520.00	\$1,520.00	\$9,120.00	\$1,600.00	\$9,600.00	\$1,250.00	\$7,500.00
	c) 8 inch (4 shown on plans)	6	EA	\$1,490.00	\$8,940.00	\$1,564.00	\$9,384.00	\$1,310.00	\$7,860.00	\$2,090.00	\$12,540.00	\$2,000.00	\$12,000.00	\$1,750.00	\$10,500.00
	d) 10 inch (2 shown on plans)	3	EA	\$2,570.00	\$7,710.00	\$2,157.00	\$6,471.00	\$1,890.00	\$5,670.00	\$2,850.00	\$8,550.00	\$3,200.00	\$9,600.00	\$2,500.00	\$7,500.00
	e) 12 inch (1 shown on plans)	1	EA	\$3,410.00	\$3,410.00	\$2,557.00	\$2,557.00	\$2,340.00	\$2,340.00	\$3,380.00	\$3,380.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
4	Insertion Valve														
	a) 6"	4	EA	\$10,000.00	\$40,000.00	\$11,281.00	\$45,124.00	\$12,997.00	\$51,988.00	\$11,000.00	\$44,000.00	\$11,058.00	\$44,232.00	\$2,500.00	\$10,000.00
	b) 8"	2	EA	\$12,100.00	\$24,200.00	\$12,384.00	\$24,768.00	\$14,815.00	\$29,630.00	\$14,600.00	\$29,200.00	\$14,000.00	\$28,000.00	\$2,750.00	\$5,500.00
	c) 10"	1	EA	\$14,600.00	\$14,600.00	\$20,886.00	\$20,886.00	\$18,777.00	\$18,777.00	\$20,700.00	\$20,700.00	\$21,915.00	\$21,915.00	\$3,000.00	\$3,000.00
5	Tapping Sleeve and Valve														
	a) 6" x 6" (2 shown on plans)	3	EA	\$4,400.00	\$13,200.00	\$3,246.00	\$9,738.00	\$3,120.00	\$9,360.00	\$4,980.00	\$14,940.00	\$4,418.00	\$13,254.00	\$1,750.00	\$5,250.00
	b) 8" x 6" (1 shown on plans)	2	EA	\$4,450.00	\$8,900.00	\$3,599.00	\$7,198.00	\$3,210.00	\$6,420.00	\$5,230.00	\$10,460.00	\$4,371.00	\$8,742.00	\$2,000.00	\$4,000.00
	c) 8" x 8" (1 shown on plans)	2	EA	\$5,000.00	\$10,000.00	\$4,122.00	\$8,244.00	\$4,280.00	\$8,560.00	\$6,280.00	\$12,560.00	\$4,806.00	\$9,612.00	\$2,250.00	\$4,500.00
	d) 10" x 6" (2 shown on plans)	3	EA	\$4,500.00	\$13,500.00	\$4,595.00	\$13,785.00	\$4,110.00	\$12,330.00	\$4,520.00	\$13,560.00	\$5,507.00	\$16,521.00	\$2,500.00	\$7,500.00
	e) 10" x 10" (1 shown on plans)	2	EA	\$6,600.00	\$13,200.00	\$5,921.00	\$11,842.00	\$5,773.00	\$11,546.00	\$4,710.00	\$9,420.00	\$7,355.00	\$14,710.00	\$3,000.00	\$6,000.00
	f) 12" x 8" (1 shown on plans)	2	EA	\$5,600.00	\$11,200.00	\$5,262.00	\$10,524.00	\$4,977.00	\$9,954.00	\$9,210.00	\$18,420.00	\$6,722.00	\$13,444.00	\$3,500.00	\$7,000.00
	g) 6" x 2" (2 shown on plans)	2	EA	\$1,920.00	\$3,840.00	\$1,595.00	\$3,190.00	\$1,050.00	\$2,100.00	\$3,430.00	\$6,860.00	\$1,977.00	\$3,954.00	\$500.00	\$1,000.00
6	Tie-Ins														
	a) 6" (3 shown on plans)	3	EA	\$3,600.00	\$10,800.00	\$448.00	\$1,344.00	\$3,700.00	\$11,100.00	\$2,570.00	\$7,710.00	\$2,470.00	\$7,410.00	\$100.00	\$300.00
	b) 8" (2 shown on plans)	2	EA	\$3,850.00	\$7,700.00	\$379.00	\$758.00	\$3,700.00	\$7,400.00	\$1,780.00	\$3,560.00	\$3,458.00	\$6,916.00	\$100.00	\$200.00
	c) 10" (1 shown on plans)	2	EA	\$4,150.00	\$8,300.00	\$717.00	\$1,434.00	\$3,700.00	\$7,400.00	\$1,940.00	\$3,880.00	\$3,718.00	\$7,436.00	\$100.00	\$200.00
	d) 4" (Inlet Harbor Rd - incl pipe)	1	LS	\$2,800.00	\$2,800.00	\$1,261.00	\$1,261.00	\$4,790.00	\$4,790.00	\$2,550.00	\$2,550.00	\$4,350.00	\$4,350.00	\$100.00	\$100.00
7	Fire Hydrant Assembly (13 shown on plans)	15	EA	\$4,550.00	\$68,250.00	\$4,420.00	\$66,300.00	\$4,730.00	\$70,950.00	\$5,270.00	\$79,050.00	\$5,385.00	\$80,775.00	\$100.00	\$1,500.00
8	Water Services														
	a) 1" single service - Short side (46 shown on plans)	50	EA	\$680.00	\$34,000.00	\$640.00	\$32,000.00	\$705.00	\$35,250.00	\$741.00	\$37,050.00	\$600.00	\$30,000.00	\$750.00	\$37,500.00
	b) 1" Single service - Long side (61 shown on plans)	65	EA	\$1,110.00	\$72,150.00	\$924.00	\$60,060.00	\$1,123.00	\$72,995.00	\$1,500.00	\$97,500.00	\$1,135.00	\$73,775.00	\$1,200.00	\$78,000.00
	c) 2" Single service - Long side (1 shown on plans)	2	EA	\$1,340.00	\$2,680.00	\$1,130.00	\$2,260.00	\$1,947.00	\$3,894.00	\$7,430.00	\$14,860.00	\$2,967.00	\$5,934.00	\$2,000.00	\$4,000.00
9	Sidewalk/Driveway/Curb Remove and Replace														
	a) 4" Thick sidewalk, 3000 psi	50	SY	\$42.00	\$2,100.00	\$88.00	\$4,400.00	\$39.00	\$1,950.00	\$63.00	\$3,150.00	\$40.00	\$2,000.00	\$87.00	\$4,350.00
	b) 6" Thick driveway, 3000 psi	80	SY	\$46.00	\$3,680.00	\$55.00	\$4,400.00	\$43.00	\$3,440.00	\$62.00	\$4,960.00	\$40.00	\$3,200.00	\$96.00	\$7,680.00
	c) Concrete Curb	50	LF	\$28.00	\$1,400.00	\$36.00	\$1,800.00	\$25.00	\$1,250.00	\$56.00	\$2,800.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
10	Open Cut and Repair Asphalt	800	SY	\$50.00	\$40,000.00	\$41.00	\$32,800.00	\$115.00	\$92,000.00	\$68.00	\$54,400.00	\$50.00	\$40,000.00	\$25.00	\$20,000.00
11	Cap or Plug and Abandon Existing Lines (both ends) including grouting where shown, removal of valve boxes and grout fill voids	1	LS												
				\$27,500.00	\$27,500.00	\$60,758.00	\$60,758.00	\$35,900.00	\$35,900.00	\$9,820.00	\$9,820.00	\$25,000.00	\$25,000.00	\$10.00	\$10.00
12	Swab by "Pigging" New Water Lines	1	LS	\$10,000.00	\$10,000.00	\$8,396.00	\$8,396.00	\$6,700.00	\$6,700.00	\$8,050.00	\$8,050.00	\$12,500.00	\$12,500.00	\$10.00	\$10.00
13	Relocate Meter Reconnect	10	EA	\$500.00	\$5,000.00	\$130.00	\$1,300.00	\$200.00	\$2,000.00	\$605.00	\$6,050.00	\$450.00	\$4,500.00	\$300.00	\$3,000.00
14	Adjust Meter and Meter Box to Match Grade	10	EA	\$400.00	\$4,000.00	\$65.00	\$650.00	\$150.00	\$1,500.00	\$138.00	\$1,380.00	\$280.00	\$2,800.00	\$100.00	\$1,000.00
15	DIP Fittings Add or Delete	4	TN	\$10,000.00	\$40,000.00	\$11,240.00	\$44,960.00	\$6,500.00	\$26,000.00	\$12,800.00	\$51,200.00	\$7,100.00	\$28,400.00	\$100.00	\$400.00
16	2" Temporary Jumper (w/ 1" service) per each parcel	10	EA	\$1,250.00	\$12,500.00	\$1,793.00	\$17,930.00	\$1,720.00	\$17,200.00	\$970.00	\$9,700.00	\$2,519.00	\$25,190.00	\$100.00	\$1,000.00
17	Furnish & Install Sod														
	a) Bahia	5,000	SY	\$2.40	\$12,000.00	\$3.82	\$19,100.00	\$2.50	\$12,500.00	\$4.00	\$20,000.00	\$2.75	\$13,750.00	\$7.00	\$35,000.00
	b) St. Augustine	3,000	SY	\$3.40	\$10,200.00	\$4.30	\$12,900.00	\$4.15	\$12,450.00	\$4.00	\$12,000.00	\$4.25	\$12,750.00	\$9.00	\$27,000.00

TOWN OF PONCE INLET
WATER SYSTEMS IMPROVEMENTS 2015
BID NO. 2015-02
SRF NO. DW64140

				JD Weber		Youngs Communication		Masci Corporation		Contour Construction		TD Landmark Construction		Murphy Pipeline	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
18	Bulk Concrete (encasement)	10	CY	\$250.00	\$2,500.00	\$195.00	\$1,950.00	\$175.00	\$1,750.00	\$171.00	\$1,710.00	\$165.00	\$1,650.00	\$200.00	\$2,000.00
19	Field Locate and Expose Existing Utilities/Provide Intersection and Critical Area Utility Conflict Resolution Sketches	1	LS	\$35,000.00	\$35,000.00	\$33,541.00	\$33,541.00	\$33,127.00	\$33,127.00	\$4,390.00	\$4,390.00	\$20,706.00	\$20,706.00	\$1,000.00	\$1,000.00
20	Compliance With Florida Trench Safety Act	1	LS	\$8,000.00	\$8,000.00	\$56,598.00	\$56,598.00	\$1,250.00	\$1,250.00	\$6,560.00	\$6,560.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
21	Unsuitable Material Excavation/Replacement	50	CY	\$24.00	\$1,200.00	\$15.00	\$750.00	\$10.00	\$500.00	\$27.00	\$1,350.00	\$30.00	\$1,500.00	\$100.00	\$5,000.00
22	Crushed Rock or Shell Trench Subgrade	50	CY	\$32.00	\$1,600.00	\$39.00	\$1,950.00	\$50.00	\$2,500.00	\$99.00	\$4,950.00	\$35.00	\$1,750.00	\$100.00	\$5,000.00
23	Rock Excavation	50	CY	\$60.00	\$3,000.00	\$25.00	\$1,250.00	\$10.00	\$500.00	\$58.00	\$2,900.00	\$60.00	\$3,000.00	\$400.00	\$20,000.00
24	Record Drawing Preparation	1	LS	\$4,000.00	\$4,000.00	\$16,825.00	\$16,825.00	\$29,500.00	\$29,500.00	\$7,710.00	\$7,710.00	\$12,900.00	\$12,900.00	\$10,000.00	\$10,000.00
25	FDEP "NPDES" Permit	1	LS	\$6,000.00	\$6,000.00	\$5,212.00	\$5,212.00	\$17,900.00	\$17,900.00	\$2,570.00	\$2,570.00	\$172,980.00	\$172,980.00	\$2,000.00	\$2,000.00
26	Pre-Construction Video	1	LS	\$1,600.00	\$1,600.00	\$2,243.00	\$2,243.00	\$2,300.00	\$2,300.00	\$1,740.00	\$1,740.00	\$3,225.00	\$3,225.00	\$5,000.00	\$5,000.00
27	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$3,378.00	\$3,378.00	\$19,300.00	\$19,300.00	\$49,227.73	\$49,227.73	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00
	PART A SUBTOTAL				\$1,211,255.00		\$1,273,462.00		\$1,271,823.00		\$1,484,987.73		\$1,521,131.00		\$1,507,550.00
B.	GRAVITY SEWER (INLET HARBOR ROAD) (FDEP SRF Ineligible)														
1	Manholes per City of Port Orange Stds														
	a) 5-ft dia. Shallow, 0'-6' Cut	2	EA	\$3,700.00	\$ 7,400.00	\$4,196.00	\$ 8,392.00	\$7,390.00	\$ 14,780.00	\$3,060.00	\$ 6,120.00	\$ 7,800.00	\$ 15,600.00	\$4,000.00	\$ 8,000.00
	b) 4-ft dia, 0'-6' Cut	1	EA	\$2,800.00	\$ 2,800.00	\$4,372.00	\$ 4,372.00	\$5,230.00	\$ 5,230.00	\$3,240.00	\$ 3,240.00	\$ 6,600.00	\$ 6,600.00	\$3,750.00	\$ 3,750.00
	c) 4-ft dia. 6'-8' Cut	1	EA	\$3,250.00	\$ 3,250.00	\$3,618.00	\$ 3,618.00	\$7,390.00	\$ 7,390.00	\$3,570.00	\$ 3,570.00	\$ 8,400.00	\$ 8,400.00	\$6,500.00	\$ 6,500.00
2	Gravity Sewers, 8-inch C-900 PVC			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	a) 0'-6' Cut	1,100	LF	\$47.00	\$ 51,700.00	\$17.00	\$ 18,700.00	\$97.50	\$ 107,250.00	\$55.00	\$ 60,500.00	\$ 60.00	\$ 66,000.00	\$125.00	\$ 137,500.00
	b) 6'-8' Cut	150	LF	\$49.00	\$ 7,350.00	\$29.00	\$ 4,350.00	\$117.90	\$ 17,685.00	\$63.00	\$ 9,450.00	\$ 70.00	\$ 10,500.00	\$175.00	\$ 26,250.00
3	Sewer Service w/Green Meter Box (SDR 26 PVC)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	a) 4"	16	EA	\$950.00	\$ 15,200.00	\$1,375.00	\$ 22,000.00	\$1,490.00	\$ 23,840.00	\$759.00	\$ 12,144.00	\$ 1,250.00	\$ 20,000.00	\$2,500.00	\$ 40,000.00
	b) 8 x 2 Tap and 2" Poly for future service	2	EA	\$2,800.00	\$ 5,600.00	\$1,425.00	\$ 2,850.00	\$1,175.00	\$ 2,350.00	\$1,480.00	\$ 2,960.00	\$ 500.00	\$ 1,000.00	\$2,000.00	\$ 4,000.00
4	Tie-In to Existing Manhole	1	LS	\$3,600.00	\$ 3,600.00	\$5,451.00	\$ 5,451.00	\$1,175.00	\$ 1,175.00	\$1,590.00	\$ 1,590.00	\$ 4,000.00	\$ 4,000.00	\$1,000.00	\$ 1,000.00
5	TV Sewer			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
	a) 8" Main	1,235	LF	\$3.20	\$ 3,952.00	\$5.50	\$ 6,792.50	\$2.25	\$ 2,778.75	\$6.00	\$ 7,410.00	\$ 3.40	\$ 4,199.00	\$4.00	\$ 4,940.00
	b) 4" Service	19	EA	\$50.00	\$ 950.00	\$162.00	\$ 3,078.00	\$75.00	\$ 1,425.00	\$6.00	\$ 114.00	\$ 50.00	\$ 950.00	\$250.00	\$ 4,750.00
6	Provide sewer "cut-sheets" by PSM at 50-ft Intervals	1	LS	\$1,800.00	\$ 1,800.00	\$6,793.00	\$ 6,793.00	\$1,350.00	\$ 1,350.00	\$5,140.00	\$ 5,140.00	\$ 3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00
7	Grout Wellpoint Holes/Utilize Sock	1	LS	\$3,000.00	\$ 3,000.00	\$4,455.00	\$ 4,455.00	\$3,000.00	\$ 3,000.00	\$3,930.00	\$ 3,930.00	\$ 2,500.00	\$ 2,500.00	\$5,000.00	\$ 5,000.00
8	Road Base	200	CY	\$55.00	\$ 11,000.00	\$251.00	\$ 50,200.00	\$345.00	\$ 69,000.00	\$95.00	\$ 19,000.00	\$ 30.00	\$ 6,000.00	\$100.00	\$ 20,000.00
9	Open Cut and Repair Asphalt	1,300	SY	\$46.00	\$ 59,800.00	\$36.00	\$ 46,800.00	\$65.75	\$ 85,475.00	\$66.00	\$ 85,800.00	\$ 48.00	\$ 62,400.00	\$50.00	\$ 65,000.00
10	Concrete Pavement Remove and Replace (6" Thk)	200	SY	\$46.00	\$ 9,200.00	\$61.00	\$ 12,200.00	\$43.00	\$ 8,600.00	\$51.00	\$ 10,200.00	\$ 50.00	\$ 10,000.00	\$93.00	\$ 18,600.00
11	Asphaltic Concrete with tack coat, 1" SP-9.5	2,400	SY	\$12.00	\$ 28,800.00	\$20.00	\$ 48,000.00	\$15.90	\$ 38,160.00	\$10.00	\$ 24,000.00	\$ 12.00	\$ 28,800.00	\$49.00	\$ 117,600.00
12	Unsuitable Material Excavation/Replacement	50	CY	\$24.00	\$ 1,200.00	\$15.00	\$ 750.00	\$10.00	\$ 500.00	\$27.00	\$ 1,350.00	\$ 30.00	\$ 1,500.00	\$100.00	\$ 5,000.00
13	Crushed Rock or Shell Trench Subgrade	50	CY	\$32.00	\$ 1,600.00	\$39.00	\$ 1,950.00	\$50.00	\$ 2,500.00	\$99.00	\$ 4,950.00	\$ 35.00	\$ 1,750.00	\$100.00	\$ 5,000.00
14	Rock Excavation	50	CY	\$60.00	\$ 3,000.00	\$25.00	\$ 1,250.00	\$10.00	\$ 500.00	\$58.00	\$ 2,900.00	\$ 60.00	\$ 3,000.00	\$400.00	\$ 20,000.00
15	Smoke Testing	1	LS	\$1,800.00	\$ 1,800.00	\$2,987.00	\$ 2,987.00	\$5,000.00	\$ 5,000.00	\$5,860.00	\$ 5,860.00	\$ 1,850.00	\$ 1,850.00	\$3,000.00	\$ 3,000.00
16	Compliance With Florida Trench Safety Act	1	LS	\$6,000.00	\$ 6,000.00	\$17,167.00	\$ 17,167.00	\$6,750.00	\$ 6,750.00	\$4,370.00	\$ 4,370.00	\$ 500.00	\$ 500.00	\$15,000.00	\$ 15,000.00
17	Record Drawing Preparation	1	LS	\$2,600.00	\$ 2,600.00	\$1,788.00	\$ 1,788.00	\$5,290.00	\$ 5,290.00	\$7,710.00	\$ 7,710.00	\$ 6,500.00	\$ 6,500.00	\$5,000.00	\$ 5,000.00
18	Intersection Improvements at Inlet Harbor Road and Peninsula Drive	1	LS	\$13,500.00	\$ 13,500.00	\$6,212.25	\$ 6,212.25	\$27,530.00	\$ 27,530.00	\$16,000.00	\$ 16,000.00	\$ 4,300.00	\$ 4,300.00	\$25,000.00	\$ 25,000.00
	PART B SUBTOTAL				\$ 245,102.00		\$ 280,155.75		\$ 437,558.75		\$ 298,308.00		\$ 269,849.00		\$ 550,890.00
TOTAL BASE BID \$					\$1,456,357.00	\$1,553,617.75		\$1,709,381.75		\$1,783,295.73		\$1,790,980.00		\$2,058,440.00	
ALTERNATE BID ITEMS															
ALT1	Replacement of Water Main by Pipe Bursting using Pre-chlorinated pipe	QTY.	UNIT	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE	ADD/(DEDUCT) UNIT PRICE	TOTAL PRICE
	a) EXISTING 2" PVC REPLACED WITH 6" HDPE DR11	1,515	LF		0		0	\$195.37	\$295,985.55		0		0		0
	b) EXISTING 4" PVC REPLACED WITH 6" HDPE DR11	660	LF		0		0	\$195.37	\$128,944.20		0		0		0
	c) EXISTING 8" AC REPLACED WITH 8" HDPE DR11	1,560	LF		0		0	\$215.75	\$336,570.00		0		0		0
	d) EXSTING 6" AC REPLACED WITH 8" HDPE DR11	1,240	LF		0		0	\$215.75	\$267,530.00		0		0		0
	e) EXISTING 8" AC REPLACED WITH 12" HDPE DR11	4,220	LF		0		0	\$255.77	\$1,079,349.40		0		0		0
TOTAL ALTERNATE PRICE \$					0	0		\$2,108,379.15		0		0		0	
GRAND TOTAL BID \$					\$1,456,357.00	\$1,553,617.75		\$3,817,760.90		\$1,783,295.73		\$1,790,980.00		\$2,058,440.00	

TOWN OF PONCE INLET
WATER SYSTEMS IMPROVEMENTS 2015
BID NO. 2015-02
SRF NO. DW64140
CHANGE ORDER NO. 1 SUMMARY

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QTY.</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
CO1.1	Reduce Bid Item B.2 Gravity Sewer quantity by 190 lf to match plans				
	a) 0'-6' Cut	(190)	LF	\$ 47.00	\$ (8,930.00)
CO1.2	Change Gravity Sewer Pipe to SDR26 from DR25-C900	1,060	LF	\$ (1.10)	\$ (1,166.00)
CO1.3	Change Sewer Service Lateral Material to SDR26	16	EA	\$ (135.00)	\$ (2,160.00)
CO1.4	Delete Green Box from Bid Item B.3 Sewer Service	16	EA	\$ (35.00)	\$ (560.00)
CO1.5	Delete Bid Item B.3.b) 8x2 Tap and 2" poly	2	EA	\$ (2,800.00)	\$ (5,600.00)
CO1.6	Delete TV Sewer Services Bid Item B.5.b)	19	EA	\$ (50.00)	\$ (950.00)
CO1.7	Delete Bid Item B.12 Unsuitable Material Replacement	(50)	CY	\$ 24.00	\$ (1,200.00)
CO1.8	Delete Bid Item B.13 Crushed Rock/Shell Trench Subgrade	(50)	CY	\$ 32.00	\$ (1,600.00)
CO1.9	Delete Bid Item B.14 Rock Excavation	(50)	CY	\$ 60.00	\$ (3,000.00)
CO1.10	Delete Smoke Testing	(1)	CY	\$ 1,800.00	\$ (1,800.00)
				CO1 SUBTOTAL	\$ (26,966.00)

Prepared by
QUENTIN L. HAMPTON ASSOCIATES, INC
-Consulting Engineer-
August 2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Bid Award for Annual Supply of Water and Wastewater Chemicals

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve award Bid #15-24: Chemicals for Water and Wastewater Plant Operations as presented, for an annual authorized spending amount of \$1,297,000. Annual expenditures will be contingent upon approval of the FY 2016 budget, and to authorize the Mayor and City Clerk to sign all required contract documents for the ten named contract vendors.

SUMMARY: On July 23, 2015, the Public Utilities Department opened Bid #15-24 Chemicals for Water and Wastewater Plant Operations. There were a total of nineteen (19) bids submitted, this includes two (2) no bid responses. The bid tabulations are attached. The most responsible, responsive bidders have been determined based on price and the ability to meet all specifications as stipulated in the bid. The list of selected vendors and their bid prices are as follows:

Chemical	Vendor	Annual Cost
Ammonium Sulfate	The Dumont Company	\$25,600
Anionic Polymer	Polydyne, Inc.	\$8,190
High Calcium Quicklime	Carmeuse Lime & Stone, Inc.	\$350,172
Hydroflousilicic Acid	Harcross Chemicals Inc.	\$17,856
Liquid Carbon Dioxide	Airgas Carbonic Inc.	\$33,300
Liquid Sodium Bisulfite	Thatcher Chemical of FI	\$31,082
Liquid Sodium Hypochlorite	Allied Universal Corp.	\$300,120
Methanol (index Pricing)	Thatcher Chemical of FI	\$165,000
Polyaluminum Chloride Blend	CedarChem, LLC	\$53,325
Recycled Methanol	Environmental Op Sol	\$128,800
Emulsion Polymer	Polydyne	\$34,155
Magnesium Hydroxide Slurry	Premier Magnesia	\$149,400

Total annual chemical cost : \$1,297,000

Project No.: none
none

Funding Account No.: 40102005335219
40104005335219

ATTACHMENTS:

1.	Bid Tabulation	Bid Tab by Chemical.pdf
2.	Polydyne, Inc. Contract	Polydyne, Inc. Standard Contract for Services with City of Port Orange.pdf

3.	Allied Universal Corporation Contract	Allied Universal Corporation Standard Contract for Services with City of Port Orange.pdf
4.	Carmeuse Lime & Stone, Inc. Contract	Carmeuse Lime & Stone, Inc. Standard Contract for Services with City of Port Orange.pdf
5.	Airgas Carbonic, Inc. Contract	Airgas Carbonic, Inc. Standard Contract for Services with City of Port Orange.pdf
6.	Cedarchem, LLC Contract	Cedarchem, LLC Standard Contract for Services with City of Port Orange.pdf
7.	Premier Magnesia, LLC Contract	Premier Magnesia, LLC Standard Contract for Services with City of Port Orange.pdf
8.	Hawkins, Inc. d/b/a The Dumont Company Contract	Hawkins, Inc. dba The Dumont Company Standard Contract for Services with City of Port Orange.pdf
9.	Environmental Operating Solutions, Inc. Contract	Environmental Operating Solutions, Inc. Standard Contract for Services with City of Port Orange.pdf
10.	Thatcher Chemical of Florida, Inc. Contract	Thatcher Chemical of Florida, Inc. Standard Contract for Services with City of Port Orange.pdf
11.	Harcros Chemicals, Inc. Contract	Harcros Chemicals, Inc. Standard Contract for Services with City of Port Orange.pdf

Wiggins, Julia	Created/Initiated - 08/10/2015
Wilson, Rick	Approved - 08/10/2015
Neff, Andrew	Approved - 08/10/2015
Riehm, Tracey	Approved - 08/10/2015
Roberts, Margaret	Approved - 09/16/2015
Harden, David	Approved - 09/17/2015
Johansson, M. Jake	Final Approval - 09/17/2015

BID B15-24:
CHEMICALS FOR WATER AND
WASTEWATER PLANT OPERATIONS

	Harcros Checmials	Cedarchem	Premier Magnesia	Lhoist North America	Environmental Opr Solutions	Praxair	Airgas	Solenis, LLC	Carmeuse Lime	Chemrite	Dumont	Odyssey	Cheney Lime	Thatcher	SNF Polydyne	Sterling Water Tech	Allied Universal
High Calcium Bulk Quicklime				525,186.00					350,172.00	449,622.00			387,306.00				
Hydrofluosillicic Acid	17,856.00																
Anionic Polymer															8,190.00	13,354.00	
Liquid Sodium Hypochlorite												356,700.00					300,120.00
Liquid Carbon Dioxide						37,500.00	33,300.00										
Ammonium Sulfate Solution											25,600.00			27,299.20			
Methanol (Methyl Alcohol) index														165,650.00			
Methanol (Methyl Alcohol) fixed														206,908.00			
Recycled/Reclaimed Methanol					128,800.00									206,908.00	128,800.00		
Polyaluminum Chloride Blend		53,325.00															
Liquid Sodium Bisulfite														31,082.00			33,980.00
Emulsion Polymer for Dewatering Wastewater sludge								39,502.50							34,155.00	35,083.20	
Magnesium Hydroxide Slurry			149,400.00														
Bid Total	\$ 17,856.00	\$ 53,325.00	\$ 149,400.00	\$ 525,186.00	\$ 128,800.00	\$ 37,500.00	\$ 33,300.00	\$ 39,502.50	\$ 350,172.00	\$ 449,622.00	\$ 25,600.00	\$ 356,700.00	\$ 387,306.00	\$ 637,847.20	\$ 171,145.00	\$ 48,437.20	\$ 334,100.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **POLYDYNE, INC.**, a Delaware corporation whose principal address is One Chemical Plant Road, Riceboro, Georgia 31323 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Anionic Polymer and Emulsion Polymer to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Eight Thousand One Hundred Ninety and 00/100 Dollars (\$8,190.00) annually for the term of the contract for anionic polymer, and subject to a limit up to but not to exceed Thirty-Four Thousand One Hundred Fifty-Five and 00/100 Dollars (\$34,155.00) annually for the term of the contract for emulsion polymer. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as

follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Harcros Chemicals, Inc. Attention: Lawrence D. Grizzle, Business Manager One Chemical Plant Road Riceboro, Georgia 31323 (912) 880-2035 – business (912) 880-2078 – facsimile PolyBidDpt@snfhc.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

Witnesses:

POLYDYNE, INC.

Printed Name: _____

By: _____

Peter Nichols, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF GEORGIA
COUNTY OF LIBERTY

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Peter Nichols, as President of Polydyne, Inc., a Delaware corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Kansas

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage: Fiscal Year 2015-2016

20 Drums (55 gallon drum)

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications:

Usage is for the separation process such as sedimentation, etc., and a settling aid for raw water clarification as used in the treatment of drinking water.

Delivery must be made by a **lift gate truck** and made in fifty-five (55) gallon non-returnable plastic drums containing approximately 465 pounds.

The following three (3) polymers are being given as a "bench mark" or "guideline" of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec's Super Flocc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI. An alternate that has also been used is Nalco 81-84.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution : 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.

**SPECIFICATIONS FOR
EMULSION POLYMER FOR DEWATERING WASTEWATER SLUDGE**

Estimated Usage: Fiscal Year 2015-2016

15 Totes (275 Gallons per Tote)

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

General Description of Services:

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Port Orange Reclaimed Water Treatment Plant, 817 Oak Street, Port Orange, FL 32127. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 14% minimum • Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Pre-qualified products shall demonstrate to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in belt presses at the Reclaimed Water Treatment Facility

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The Contractor shall provide the City with and maintain S.D.S. information for the product at all times throughout the life of the contract.

Additional Bidding Documents & Requirements:

Bids will only be accepted for pre-qualified products. Testing at the location of intended use is mandatory prior to bid submission to pre-qualify products. All persons interested

in pre-qualifying shall contact Thomas c. Troutman, Reclaimed Water Plant Chief Operator, via e-mail at ttroutman@port-orange.org

Each bidder must supply

- Pre-qualified products.
- S.D.S. (Safety Data Sheets) on the product
- Copies of the Manufacturer's shipping and safety handling procedures
- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address

Delivery Requirements:

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

Contents: Polymer

Net weight

Name of manufacturer

Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery.

~~In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of~~

~~driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement. (Addendum #3)~~

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ALLIED UNIVERSAL CORPORATION**, a Florida corporation whose principal address is 3901 NW 115 Avenue, Miami, Florida 33178 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide liquid sodium hypochlorite to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Three Hundred Thousand One Hundred Twenty and 00/100 Dollars (\$300,120.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk:	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Allied Universal Corporation Attention: Catherine Guillarmod, Executive Administrator 3901 NW 115 Avenue Miami, Florida 33178 (305) 888-2623 – business CathieG@Allieduniversal.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

Witnesses:

ALLIED UNIVERSAL CORPORATION

Printed Name: _____

Printed Name: _____

By: _____

James Palmer, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by James Palmer, as President of Allied Universal Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5015]

SPECIFICATIONS FOR LIQUID SODIUM HYPOCHLORITE

Estimated Usage: Fiscal Year 2015-2016

200,000 gallons Garnsey Water Treatment Plant
375,000 gallons Port Orange Reclaimed Water Treatment Plant
40,000 gallons Port Orange Reclaim Lake Facility

Total estimated usage: 615,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications of Material:

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 15 mg/L
Perchlorate	< 10 mg/L
Hardness	< 5 mg/L as calcium carbonate
Suspended Solids Test Time	< 3 minutes

The suspended solids in the sodium hypochlorite shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml. Additionally, the hypochlorite must be able to pass through 1-micron nominal bag filters on Port Orange's fill line such that only one bag filter needs to be changed for each delivery. In the event that more than one bag filter must be changed during the delivery (because of plugging issues) OR the delivery takes more than one hour and 15 minutes then the delivery shall be deemed unacceptable.

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Port Orange from running out of sodium hypochlorite in less than 24 hours. Port Orange shall endeavor to minimize the number of "emergency" deliveries.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Port Orange may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Port Orange approved, leak-free connection device between the trailer and Port Orange's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Port Orange will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If Port Orange's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

No deliveries will be accepted by Port Orange unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery. The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

Delivery Locations:

Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

1. **Garnsey Water Treatment Plant**, 4440 Wellfield Road, Port Orange, FL 32119. Port Orange owns two (2) 5,200-gallon storage tanks. Approximate delivery requirement: 5,050 gallons.
2. **Reclaimed Water Treatment Plant**, 817 Oak Street, Port Orange, FL 32127. Port Orange owns two (2) 5,200-gallon storage tanks. Approximate delivery requirement: 5,050 gallons.
3. **Reclaim Lake Facility**, 2401 Bear Trail Rd, Port Orange, FL 32127. Port Orange owns one (1) 2,500-gallon storage tank. Approximate delivery requirement: 1,500 gallons.

Sampling and Testing Prior To Unloading:

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of Port Orange. Port Orange will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Port Orange. The sample shall be considered representative of the lot. Port Orange reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Port Orange that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, Port Orange shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Port Orange has the right to procure a shipment from another source. Two rejections of a lot or shipment, two failures to supply a sample on demand prior to unloading chemical, or two failures of demand sample to meet specified 10.85% by weight Sodium Hypochlorite and 12.00% trade volume available Chlorine subsequent to our quick lab analysis will result in automatic termination of the Contractor's supply contract of the Hypochlorite.

Port Orange reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document.

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CARMEUSE LIME & STONE, INC.**, a Delaware corporation whose principal address is 11 Stanwix Street, 21st Floor, Attention Tax Department, Pittsburgh, Pennsylvania 15222 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide High Calcium Bulk Quicklime to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Three Hundred Fifty Thousand One Hundred Seventy-Two and 00/100 Dollars (\$350,172.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Carmeuse Lime & Stone, Inc. Attention: Bruce D. Routhieux, Vice President of Sales 11 Stanwix Street 21 st Floor Pittsburgh, Pennsylvania 15222 (412) 995-5500 – business (412) 995-5515 – facsimile josie.zihmer@carmeusena.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

Witnesses:

CARMEUSE LIME & STONE, INC.

Printed Name: _____

Printed Name: _____

By: _____

Yves Willems, CEO

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 PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Yves Willems, as CEO of Carmeuse Lime & Stone, Inc., a Delaware corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Pennsylvania

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5017]

**SPECIFICATIONS FOR
HIGH CALCIUM BULK QUICKLIME**

Estimated Usage: Fiscal Year 2015-2016

1,800 Tons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications:

The high calcium bulk quicklime shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the AWWA B 202-88 regarding quicklime, except as amended by the City of Port Orange, Florida.

- 1.) The standards shall read 92% calcium oxide instead of 90% calcium oxide.
- 2.) Content of the inert unslakable materials (Silica or grit) after 3 - 5 minutes contact time, shall be 1% maximum.
- 3.) IN CONTENT section shall be omitted and paragraph 1 & 2 shall apply.

The quicklime shall be delivered into the lime silo bins by truck to be used for the purpose of water treatment and will have an average grain size of 1/8" (rice) size rock (10 mesh). No materials shall be retained on a 1/2" sieve and no more than five percent (5%) should remain on a 100 U.S. Standard as stated. Delivery will be accepted when and if needed and shall be made within forty-eight (48) hours after telephone notification of the required need. Bin is located at the Charles B. Garnsey Water Plant.

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise and insoluble matter, or will be available for inspection

before acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **AIRGAS CARBONIC, INC.**, a Delaware corporation whose principal address is 2530 Sever Road, Suite 300, Lawrenceville, Georgia 30043 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide liquid carbon dioxide to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Thirty-Three Thousand Three Hundred and 00/100 Dollars (\$33,300.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Airgas Carbonic, Inc. Attention: James Exum, Area Sales Manager 2855 Trickum Road Woodstock, Georgia 30188 (404) 626-6627 – business James.Exum@airgas.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

Witnesses:

AIRGAS CARBONIC, INC.

Printed Name: _____

Printed Name: _____

By: _____

Phillip J. Filer, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF GEORGIA
COUNTY OF GWINNETT

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Phillip J. Filer, as President of Airgas Carbonic, Inc., a Delaware corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5012]

SPECIFICATIONS FOR LIQUID CARBON DIOXIDE

Estimated Usage: Fiscal Year 2015-2016

150 Tons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B510-00.

The liquid carbon dioxide (CO₂) shall have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

The Contractor shall provide the City with and maintain S.D.S. information for the product at all times throughout the life of the contract.

Additional Bidding Documents & Requirements:

Each bidder must supply

- S.D.S. (Safety Data Sheets) on the product.
- An affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard.
- Product specifications or certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within (48) hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, FL. 32119**

A copy of the chemical analysis will be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CEDARCHEM, LLC**, a Georgia limited liability corporation whose principal address is 105 Plantation Avenue, P.O. Box 271, Cedartown, Georgia 30125 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Polyaluminum Chloride Blend to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Fifty-Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$53,325.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contractor requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Cedarchem, LLC Attention: Christa Zuker, Bid & Pricing Coordinator 105 Plantation Avenue Cedartown, Georgia 30125 (770) 748-3863 – business (770) 748-3887 – facsimile christa.zuker@cedarchem.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

Witnesses:

CEDARCHEM, LLC

Printed Name: _____

By: _____

Timothy S. Wright, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF GEORGIA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Timothy S. Wright, as President of Cedarchem, LLC, a Georgia limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5019]

SPECIFICATIONS FOR POLYALUMINUM CHLORIDE BLEND

Estimated Usage: Fiscal Year 2015-2016

270,000 pounds

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Alpha 2005 shall be used as a coagulant for the removal of phosphorus and copper at the Port Orange Reclaimed Water Treatment Plant (RWP)

Specifications:

The supplier shall deliver to the two (2) 9,300 gallon tanks at the RWP. Approximate delivery requirement: 4,500 gallons load. Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need.

The supplier shall be responsible for unloading on site to a provided two (2) inch PVC male Cam Lock quick coupling connection

The Alpha 2005 product has been given as the "benchmark" of the products that have been tested and used for the effective removal of phosphorus. Bids shall be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product's ability to remove phosphorus in the waste water treatment process outperforms the benchmark. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested. The product bid must not adversely affect wastewater pH. All product testing must be completed prior to the date of the bid opening.

Benchmark chemical properties are as follows:

- Appearance; Clear, colored liquid
- Density; 10.7 lb. per gallon
- Freeze point; - 4° F

Bids will be accepted only for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in the Port Orange Reclaimed Water Treatment Plant effluent.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2015**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PREMIER MAGNESIA, LLC**, a Delaware limited liability corporation whose principal address is 300 Barr Harbor Drive, Suite 250, West Conshohocken, Pennsylvania 19428 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Magnesium Hydroxide Slurry to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed One Hundred Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$149,400.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Premier Magnesia, LLC Attention: Frank A. Nefoske, Vice President Finance & Controller 300 Barr Harbor Drive Suite 250 West Conshohocken, Pennsylvania 19428 (610) 828-6929 – business (610) 828-8142 – facsimile fnefoske@premiermagnesia.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[remainder of page intentionally left blank]

Witnesses:

PREMIER MAGNESIA, LLC

Printed Name: _____

By: _____

John K. Gehret, 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: _____

Date: _____

STATE OF PENNSYLVANIA

COUNTY OF BARNSTABLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John K. Gehret, as Managing Member of Premier Magnesia, LLC, a Delaware limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Pennsylvania

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5023]

SPECIFICATIONS FOR MAGNESIUM HYDROXIDE SLURRY

Estimated Usage: Fiscal Year 2015-2016

60,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Scope of Services:

The City of Port Orange, Public Utilities Department, is requesting bids from qualified venders for a turnkey serviced odor, corrosion and treatment enhancement with in the City's service area and at the wastewater treatment plant; R.D. Huffman Reclaimed Water Treatment Plant (RWP) 817 Oak Street, Port Orange, Florida 32127.

The Contractor shall provide a turnkey odor, corrosion and treatment enhancement control program utilizing Magnesium Hydroxide Slurry to reduce hydrogen sulfide (odor control) in the raw wastewater collection system, reduce hydrogen sulfide generated sulfuric acid (corrosion control) in the collection system, reduce FOG (fats, oils and grease) accumulation in the collection system, increase of alkalinity (pH enhancement) in the raw wastewater and enhance the removal of nitrogen & phosphorus (treatment enhancement) by maintaining optimum bacterial growth in the treatment system. The Contractor shall provide a system that includes bulk storage tanks, chemical feed pumps and all ancillary equipment needed for the injection of Magnesium Hydroxide Slurry at multiple lift station locations within the wastewater collection system located within the City's service area and at the Reclaimed Water Treatment Plant.

The Contractor shall be responsible for providing any and all necessary equipment, labor, and transportation and supply the Magnesium Hydroxide Slurry to perform this turnkey program.

The Contractor shall perform the required services as need by the City of Port Orange Public Utilities Department.

The Contractor shall coordinate with the City of Port Orange Reclaimed Water Treatment Plant a schedule for the deliveries of product and supporting services to be performed.

Product Requirements:

The aqueous suspension of Magnesium Hydroxide to be supplied shall conform to the following specifications in the table directly below. The Contractor shall only provide with the bid submittal written specifications that have been verified in writing by a certified third party laboratory.

Slurry Basis	Typical	Maximum	Minimum
Mg(OH)2 contained lb./gal	7.7	8.0	7.0
Dry Solids Basis			
Mg(OH)2, wt. %	93.5	95.0	92.0
CaO, wt. %	2.0	3.0	
SiO2, wt. %	1.5	2.0	
Fe2O3, wt. %	.70	.90	
Median Particle Size, Micron	2.5	3.0	1.0
Specific Surface Area, m2/g	15	20	12
Acres/Gallon	3.21	3.5	3.0
Lbs. Alkalinity/Gallon	13.38	14.0	12.5
Casustic Magnesia Activity/Sec*	125	150	75
	Typical	Maximum	Minimum
% Passing 325 Mesh Sieve	99.8	100	99.5
Stabilized Residual Test, Grams*	1.0	3.0	
NaOH Equivalent	1 lb. Equivalent to .73 lb. Mg(OH)2		
Na2CO3 Equivalent	1 lb. Equivalent to .55 lb. Mg(OH)2		
Physical Properties:			
Density, lbs./gal	12.5	13.0	12.2
Solids, Weight Percent %	56	62	55
Viscosity, cps	150	300	100
*TP-112 14 hours Stability Residual Test			
*Brookfield RVT Viscometer # 3 spindle @ 100 rpm, 60 seconds at 70dregees F			
*TP-227 Caustic Magnesia Activity (Acedic Acid)			

The technical grade magnesium hydroxide slurr shall only be produced and derived from highly reactive magnesium chloride brine utilizing a wet milling process for consistent product sizing, uniformity and highest purity. This requirement is utilized to provide consistent performance, better dispersion and suspension stability. The City will only accept bids for technical grade magnesium hydroxide slurry produced and derived from highly reactive magnesium chloride brine that originates and is manufactured in the United States.

The City will only accept bids from the contractor for the technical grade magnesium hydroxide slurry produced and derived from highly reactive magnesium chloride brine submitted with this bid that has been certified and maintains ISO 9001:2008-ANSI/ISO/ASSASQ Q9001-2008 registration. ISO 9001:2008 helps ensure that customers receive consistent, good quality products and services as specified in the bid.

The Contractor shall provide ISO 9001:2008-ANSI/ISO/ASASQ Q9001-2008 Certification of Registration with the bid submittal.

The City will not accept bids for technical grade magnesium hydroxide slurry produced and derived from highly reactive magnesium chloride brine that is produced from

uncalcined brucite, uncalcined dolomite, dolime, brucitic marble or any caustic-enhanced or lime/calcium carbonate-enhanced versions of the former.

The aqueous suspension of magnesium hydroxide shall only be produced from a commercial grade seawater derived magnesium hydroxide utilizing a wet milling process for consistent product sizing and uniformity. This requirement is based on the Owner's experience of improved performance and better dispersion of the milled product.

The Contractor shall provide the location and address of where the technical grade magnesium hydroxide slurry is produced and derived from highly reactive magnesium chloride brine originates and also provide the location, address and phone number of the manufacturing location with the bid submittal. The source of the magnesium hydroxide slurry will not be allowed to change during the life of the contract without the prior approval of the City.

The technical grade magnesium hydroxide slurry produced and derived from highly reactive magnesium chloride brine shall have the following:

Shall have a median particle size no greater than 3.0 microns in order to insure sufficient surface area and reactivity with the municipal wastewater.

Shall have a specific surface area, m²/g of or less than 12 square meters per gram in order to insure sufficient surface area and reactivity within the municipal wastewater.

Shall have a Caustic Magnesia Activity/Sec no greater than 150 seconds in order to insure sufficient surface area and reactivity within the municipal wastewater.

Shall have a Stabilized Residual Test result in grams of less than or equal to 3.5 grams to prevent feed tank handling and wastewater treatment plant problems associated with instability of low grade magnesium hydroxide slurry produced from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble or any caustic-enhanced or lime-enhanced versions of the former.

Shall be capable of cost effectively providing noncarbonated alkalinity for biological treatment plant processes. The percent by weight of the Contractor's magnesium hydroxide slurry shall not exceed 1.0% by weight of CaO. This requirement is to prevent water softening and to prevent the precipitation of magnesium and calcium that results in sludge production and reduced reactivity/reduced alkalinity.

The product shall be capable of reducing gaseous levels of hydrogen sulfide to less than 10 ppm in a cost effective manner.

The source of the Magnesium Hydroxide Suspension shall not be allowed to change during the term of this contract without prior approval of the City.

Product Safety:

The product shall be produced and capable of complying with National Fire Protection Association (NFPA) Codes as follows:

Flammability: 0

Health: 0

Reactivity: 0

Special: 0

The product shall not be regulated by the Department of Transportation (DOT) as a hazardous material. No hazard class, no label or placard required.

The product shall not be identified or required to comply with the Department of Homeland Security (DHS) requirements, whereas, Code of Federal Regulations (CFR) Part 27 is not applicable.

The Contractor shall provide the City with and maintain S.D.S. information for the product at all times throughout the life of the contract.

Additional Bidding Documents & Requirements:

Each bidder must supply

- S.D.S. (Safety Data Sheets) on the product.
- Written analysis by third party laboratory to confirm product requirements are met.
- A minimum of twelve (12) prior months of Certificates of Analysis completed from an independent and certified laboratory to ensure the ability to deliver a consistent quality over the contract term.
- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Contractor Responsibilities:

The Contractor shall Supply, upon delivery on-site technical assistance within forty-eight (48) hours of notification.

The Contractor shall be responsible for providing all equipment necessary for injection of the product into designated lift stations within the wastewater collection system located within the City's service area and at the Reclaimed Water Treatment plant. This shall include all storage tanks, mixers, metering pumps, etc. The City shall provide electrical disconnects and pump run signals connections (dry contact or 4 to 20 ma for VFDs) to control chemical feed pumps.

The Contractor shall provide equipment of such configuration, size and mobility to be conducive to the surrounding area, due to the nature and location of the application

sites. The equipment characteristics and properties is not to negatively impact adjacent residents, business, or other areas, or be considered a nuisance with respect to height, noise size or aesthetics.

The Contractor shall be responsible for supplying, servicing and cleaning the storage tanks, mixers, metering pumps, etc.

The Contractor shall provide any program changes necessary testing of the product. Testing will be completed on a minimum monthly basis, for each of the applications service area.

The Contractor shall provide reports to the City of Port Orange Public Utilities Department within thirty (30) days of testing. Testing at each application service area will included the following.

pH (surface and liquid)
Gaseous Sulfide testing
Odalogger air testing
Air Temperature

The Contractor shall be responsible for scheduling a recurring monthly performance report review with the City of Port Orange Public Utilities Department and providing recommendations for the most cost effective method for treating and providing gaseous H₂S (Hydrogen Sulfide) reduction, corrosion control, FOG and increase of alkalinity.

Products Delivery Requirements:

The Contractor shall be responsible for the safe and clean delivery of the product into storage tanks, and the immediate cleanup of any and all spills which include the cost incurred to perform the cleanup.

Quantities ordered for delivery may be split between two or more locations at no additional cost to the City.

The Contractor shall be responsible for cleaning out any and all sediment and/or residue in the tanks as needed, at no additional cost to the City.

Workplace Sanitation:

The Contractor shall at the end of each workday, remove from the premises the daily accumulation of waste material or rubbish caused by their operations. Safety hazards shall be immediately corrected by the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontractors hired by them or their subcontractor's cleanup the worksite at the completion of the work day and returning the site back to its original condition.

If the Contractor, or any of their employees thereof, including subcontractors, fails to clean up after the completion of the work, the City may perform the cleanup as

necessary and deduct the cost of such cleanup from the Contractor's most current invoice.

The Contractor shall not be responsible for cleaning up debris left by the Cities employees, the public utilizing other areas in the vicinity of the worksite, or other contractors not related to this project.

Emergency Contacts:

The Contractor shall furnish a list of emergency contact persons available for emergency response on a 24/7/365 basis

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HAWKINS, Inc. d/b/a THE DUMONT COMPANY**, a Minnesota corporation whose principal address is 2381 Rosegate, Roseville, Minnesota 55113 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Ammonium Sulfate Solution to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Twenty-Five Thousand Six Hundred and 00/100 Dollars (\$25,600.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

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

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

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Hawkins, Inc. d/b/a The Dumont Company Attention: Ronald Cartwright, President 381 South Central Avenue Ovideo, Florida 32765 (800) 330-1369 – business (800) 524-9315 – facsimile ronc@dumontchemicals.com 2381 Rosegate Roseville, Minnesota 55113

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

26. Contract Construction

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

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

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

[remainder of page intentionally left blank]

Witnesses:

HAWKINS, INC. d/b/a THE DUMONT COMPANY

Printed Name: _____

By: _____

Patrick Hawkins, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Patrick Hawkins, as President of Hawkins, Inc. d/b/a The Dumont Company, a Minnesota corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Minnesota

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5025]

SPECIFICATIONS FOR AMMONIUM SULFATE SOLUTION

Estimated Usage: Fiscal Year 2015-2016

16,000 Gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Scope of Services:

The purpose of this solicitation is to establish a contract for the purchase of Liquid Ammonium Sulfate Solution (a.k.a. AS 4000), to be used as a source of ammonia in the formation of chloramines to disinfect treated water at the utilities drinking water facility.

Product of Standards:

Liquid Ammonium Sulfate Solution (a.k.a. AS 4000), delivered under this contract shall be a minimum of 40% as $(\text{NH}_4)_2\text{SO}_4$, 10.3% NH_3 , 8% N with a specific gravity ranging from 1.20 – 1.23 and having a pH range of 4.0 -7.0. Supplier shall quote a single price per gallon for a solution that is a minimum of 40%; adjusted pricing for solutions stronger than the minimum will not be accepted.

The Liquid Ammonium Sulfate Solution (a.k.a. AS 4000), shall conform to all requirements of ANSI/NSF Standard 60 Certification as a minimum. However, product delivered under this contract shall have an appearance of "clear, pale yellow". Brown or reddish color will not be accepted and the delivery shall be rejected. Supplier shall be prepared to provide the Utility with a sample prior to offloading so that utility staff can ascertain the clarity of the product and ensure compliance with this specification. To assure that there is no contamination in the Liquid Ammonium Sulfate Solution (a.k.a. AS 4000), the product will be final filtered through a 1 micron filter.

Supplier shall pump out all of the Liquid Ammonium Sulfate Solution (a.k.a. AS 4000) from the storage tanks within 48 hours of notification and replace the Liquid Ammonium Sulfate Solution (a.k.a. AS 4000) with a compliant product within 72 hours. If sedimentation develops inside tank or clarity of the product is not compliant with specifications.

The Liquid Ammonium Sulfate Solution (a.k.a. AS 4000) shall be certified by a third party ANSI accredited agency to meet all of the requirements of ANSI/NSF Standard 60 for Drinking Water. In addition, the product shall be delivered directly to the customer's tank with no break in the chain of custody. Bidder shall state how the delivery will be done in order to protect the chain of custody.

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within (48) hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Supplier Support:

The Supplier must be able to direct fill storage tanks on a routine delivery and also be able to deliver a minimum of 500 gallons and a maximum of 2500 gallons. Normal deliveries shall take place within 3 days from receipt of order and emergency deliveries shall be made within 12 hours of notification that the emergency exists. There shall be no extra charge for emergency deliveries.

The supplier will provide an Account Manager who possesses the knowledge and experience to assist the department with technical information regarding the general operation of a Chlorination and Chloramination systems. The Contact must visit the treatment plants at a minimum of two (2) times per year to coordinate safety, delivery, training, trouble shooting, inspection of tanks and evaluation of the complete Chloramination process. In addition, the Account Manager must be available onsite within four hours in the event of an emergency. A resume of the proposed Account Manager shall be included with the bid for the purposes of evaluation.

Supplier must be able to provide bulk tanks in an emergency event if current bulk storage tanks need to be repaired or replaced. Supplier also must have the capabilities of responding to emergencies such as leaks of storage tanks, piping etc. and have either a licensed plumbing or general contractor with prior experience with chemical tanks and plumbing, when and if called on by the utility.

Supplier must provide a formal evaluation of the utilities Chloramination program annually, by a qualified individual such as a Florida Licensed Water Operator or Degreed Technician. A written report shall be given to the department as a result of the evaluation.

The Supplier shall be responsible for any spills resulting from failure of its delivery equipment.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ENVIRONMENTAL OPERATING SOLUTIONS, INC.**, a Delaware corporation whose principal address is 160 Macarthur Boulevard, Suite 6, Bourne, Massachusetts 02532 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide reclaimed methanol (MicroC 3300 or approved equal) to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract

with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed One Hundred Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$128,800.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

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

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

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

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

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

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

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as

follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

7. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. 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 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.

23. **Additional Provisions.** As may have been outlined in Exhibit "1" 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.

24. **Integration.** This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. **Notice.** For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Environmental Operating Solutions, Inc. Attention: Eric Stoermer, President 160 Macarthur Boulevard Suite 6 Bourne, Massachusetts 02532 (508) 743-8440 – business (508) 743-8443 – facsimile estoermer@microc.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 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. **Authority to Sign.** Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Witnesses:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.

Printed Name: _____

By: _____

Eric Stoermer, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF MASSACHUSETTS
COUNTY OF BARNSTABLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Eric Stoermer, as President of Environmental Operating Solutions, Inc., a Delaware corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Massachusetts

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5020]

**SPECIFICATIONS FOR
RECLAIMED METHANOL (MicroC 3300 or Approved Equal)**

Estimated Usage: Fiscal Year 2015-2016

92,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

ORDERS

Supplier shall deliver to the two (2) 5,300 gallon tanks at the Plant. Delivery shall be accepted when and as needed, and shall be made within two (2) calendar days after receipt of order.

All orders shall be placed in increments of 6500 gallons +/- 500 gallons to assure full tanker loads. The manufacturer/vendor shall acknowledge receipt of all orders within one business day.

GENERAL DESCRIPTION

The **VENDOR/MANUFACTURER** shall supply reclaimed methanol, processed to meet the product specifications contained herein. Adherence to the recommended product specifications is critical to ensure consistent denitrification performance for projects with very stringent effluent quality requirements.

RECLAIMED METHANOL SPECIFICATIONS

Reclaimed methanol shall be MicroC 3300 or approved equal. Reclaimed methanol shall adhere to the following specifications:

Parameter	Target Value	Acceptable Range
Physical State	Liquid	n/a
Specific Gravity @20C	0.82	0.8 to 0.84
pH	6.5	5.0-8.0
COD Value	1,100,000	1,050,000 to 1,200,000
Methanol Content	>80%	>80%
Ethylene Glycol	0-10%	0-10%
Insoluble/Nuisance Solids	None	None
Appearance	Clear Liquid	Clear Liquid
% Water	<15%	<15%

The reclaimed methanol product shall contain no impurities that could cause a permit violation. Reclaimed methanol shall not come from any source that produces or is used in conjunction with any polymer products.

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product (that includes, at minimum; batch date, specific gravity, pH, COD value and color check.) must be made available for review and inspection **before** acceptance of the delivery.

For each delivery, the supplier shall retain a representative sample that is taken from the production batch. Samples shall be retained for a period of at least three months before destruction.

Reclaimed Methanol delivered from a manufacturer other than the supplier must be delivered with the name of the manufacturer.

Additional Bidding Documents & Requirements:

- * Certificate of compliance for each manufacturer
- * Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components for each manufacturer
- * Shop drawings and/or technical data sheets to demonstrate compliance with the specifications for each manufacturer

(Addendum #6)

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

Bid price shall be firm for contract duration and shall be F.O.B. to the above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for

Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.

The award shall based upon the composition outlined in the certificate of analysis with the bid price. (Addendum #6)
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CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **THATCHER CHEMICAL OF FLORIDA, INC.**, a Florida corporation whose principal address is 1905 Fortune Road, Salt Lake City, Utah 84104 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Methanol (methyl alcohol) at index pricing and Liquid Sodium Bisulfite to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that this contract will be utilized as an alternate supplier for the purchase of methanol (methyl alcohol) in the event that the primary contractor is unable to fulfill a requested purchase order. Contractor further acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place

any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00) annually for the term of the contract for methanol (methyl alcohol), and subject to a limit up to but not to exceed Thirty-One Thousand Eighty-Two and 00/100 Dollars (\$31,082.00) annually for the term of the contract for liquid sodium bisulfite. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>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	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. 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 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.**

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Thatcher Chemical of Florida, Inc. Attention: Diane T. Barlow 245 Hazen Road DeLand, Florida 32720-3967 (386) 490-1638 – business (386) 490-1641 – facsimile diane.barlow@tchem.com 1905 Fortune Road Salt Lake City, Utah 84104

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[remainder of page intentionally left blank]

Witnesses:

THATCHER CHEMICAL OF FLORIDA, INC.

Printed Name: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

By: _____

Craig N. Thatcher, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Craig N. Thatcher, as President of Thatcher Chemical of Florida, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5024]

**SPECIFICATIONS FOR
METHANOL (METHYL ALCOHOL)**

Estimated Usage: Fiscal Year 2015-2016

92,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications:

Supplier shall deliver to the two (2) 5,300 gallon tanks at the Plant. Delivery shall be accepted when and as needed, and shall be made within two (2) calendar days after receipt of order.

Methanol provided shall be in accordance with the following general specification list of physical properties:

Methanol, Wt. #	99.85 Min.
Specific gravity 20/20C	0.7920-0.7928
Water, WT. PPM	500 Max
Color, Pt-co Units	5 Max
Ethanol, content wt. PPM	20 Max
Non-volatiles	10 Max
Carbonizable substances, Pt-co Units	20 Max
Odor	Characteristic No foreign odor, Non residential
Distillation range at 760 mm Hg including 64.6 +/- 0.1C	1.0 Max

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

Bid price shall be firm for contract duration and shall be F.O.B. to the above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.

Bidders shall bid both an indexed price and a fixed price. The indexed price bid shall be adjusted for each delivery in accordance with the variance between the Methanex index at the time of bidding and the Methanex index at the time of delivery request. The Methanex index utilized shall be the Contract Barge Methanex Non-Discounted Reference Price. Fixed pricing shall be firm throughout the duration of the contract and executed renewal options.

The City reserves the right to award the contract for the fixed or indexed bid price. The City may choose to utilize either fixed or indexed pricing upon contract extension, whichever is in the best option of the City. (Addendum #6)

Methanex Monthly Average Regional Posted Contract Price History				
Date	Methanex Non-Discounted Reference Price (MNDRP)		Methanex European Posted Contract Price (MEPCP)	Methanex Asian Posted Contract Price (APCP)
	\$/gal	\$/MT	€/MT	\$/MT
Jan-13	\$1.45	\$482	€ 370	\$435
Feb-13	\$1.45	\$482	€ 370	\$435
Mar-13	\$1.55	\$516	€ 370	\$450
Apr-13	\$1.55	\$516	€ 390	\$450
May-13	\$1.60	\$532	€ 390	\$450
Jun-13	\$1.60	\$532	€ 390	\$450
Jul-13	\$1.60	\$532	€ 390	\$450
Aug-13	\$1.60	\$532	€ 390	\$450
Sep-13	\$1.60	\$532	€ 390	\$470
Oct-13	\$1.65	\$549	€ 408	\$490
Nov-13	\$1.80	\$599	€ 408	\$520
Dec-13	\$1.90	\$632	€ 408	\$550
Jan-14	\$1.90	\$632	€ 450	\$590
Feb-14	\$1.90	\$632	€ 450	\$590
Mar-14	\$1.90	\$632	€ 450	\$590
Apr-14	\$1.80	\$599	€ 412	\$480
May-14	\$1.70	\$565	€ 412	\$460
Jun-14	\$1.60	\$532	€ 412	\$430
Jul-14	\$1.45	\$482	€ 322	\$410
Aug-14	\$1.45	\$482	€ 322	\$410
Sep-14	\$1.45	\$482	€ 322	\$420
Oct-14	\$1.45	\$482	€ 354	\$435
Nov-14	\$1.50	\$499	€ 354	\$435
Dec-14	\$1.43	\$475	€ 354	\$415
Jan-15	\$1.35	\$449	€ 354	\$355
Feb-15	\$1.25	\$416	€ 339	\$315
Mar-15	\$1.25	\$416	€ 339	\$330
Apr-15	\$1.25	\$416	€ 365	\$365
May-15	\$1.33	\$442	€ 365	\$390
Jun-15	\$1.33	\$442	€ 365	\$390
Jul-15	\$1.33	\$442	€ 365	\$375
Aug-15	\$1.25	\$416	€ 365	\$360
Sep-15				
Oct-15				
Nov-15				
Dec-15				

SPECIFICATIONS FOR LIQUID SODIUM BISULFITE

Estimated Usage: Fiscal Year 2015-2016

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dechlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The sulfur dioxide equivalent shall be from 23.4% to 24.8%. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050 gallon tank (maximum delivery 1,500 gallons and minimum delivery 500 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within two (2) calendar days after receipt of order and must make "emergency deliveries" with 24 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2015**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HARCROS CHEMICALS, INC.**, a Kansas corporation whose principal address is 5200 Speaker Road, Kansas City, Kansas 66106 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Hydrofluosillicic Acid to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Seventeen Thousand Eight Hundred Fifty-Six and 00/100 Dollars (\$17,856.00) annually for the term of the 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 Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. 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 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Andrew Neff, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Harcros Chemicals, Inc. Attention: Carla Birdwell, Office Manager 5132 Trenton Street Tampa, Florida 33619 (813) 247-4531 – business (813) 247-7917 – facsimile floridabids@harcros.com 5200 Speaker Road Kansas City, Kansas 66106

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[remainder of page intentionally left blank]

Witnesses:

HARCROS CHEMICALS, INC.

Printed Name: _____

By: _____

Kevin G. Mirner, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF KANSAS
COUNTY OF BARNSTABLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kevin G. Mirner, as President of Harcros Chemicals, Inc., a Kansas corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Kansas

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5021]

**SPECIFICATIONS FOR
HYDROFLUOSILICIC ACID**

Estimated Usage: Fiscal Year 2015-2016

36 Tons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications:

MATERIAL MUST MEET THE REQUIREMENTS OF AWWA STANDARD B 703-84 FOR FLUOSILICIC ACID.

Tank Capacity is 1,600 gallons - bulk delivery required.

Must be liquid Hydrofluosilicic Acid H2 Si F6 Minimum 23.00%

Actual Fluoride 18%

Heavy Metals (expresses as lead) 0.02%

Color - Straw to Water White

pH - (1% Solution @ 25°C) 1.2%

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, FL 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 7, Countryside PUD, Phase IV-C Subdivision; 961 Smokerise Boulevard

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 7, Countryside PUD, Phase IV-C Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Smokerise Boulevard right-of-way frontage of Lot 7 of the Countryside Phase IV-C subdivision. Arthur Masucci and Barbara J. McGann - Masucci, the property owners, have made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement document. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Masucci.pdf
2.	location map	csde4clocate.pdf
3.	aerial	csde4cla.pdf

Glor, Chip
Clark, Wayne

Created/Initiated - 09/02/2015
Approved - 09/02/2015

Roberts, Margaret
Johansson, M. Jake

Approved - 09/16/2015
Final Approval - 09/17/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6316-16-00-0070

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Arthur Masucci and Barbara J. McGann-Masucci, husband and wife whose mailing address is 961 Smokerise Boulevard, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Countryside PUD Phase IV-C subdivision, recorded in Map Book 43, Page 88, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Smokerise Boulevard located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and

operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Arthur and Barbara J. McGann-Masucci, 961 Smokerise Boulevard, Port Orange, Florida 32127, for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

Arthur Masucci

Printed Name: _____

Printed Name: _____

Barbara J. McGann-Masucci

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Arthur Masucci, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

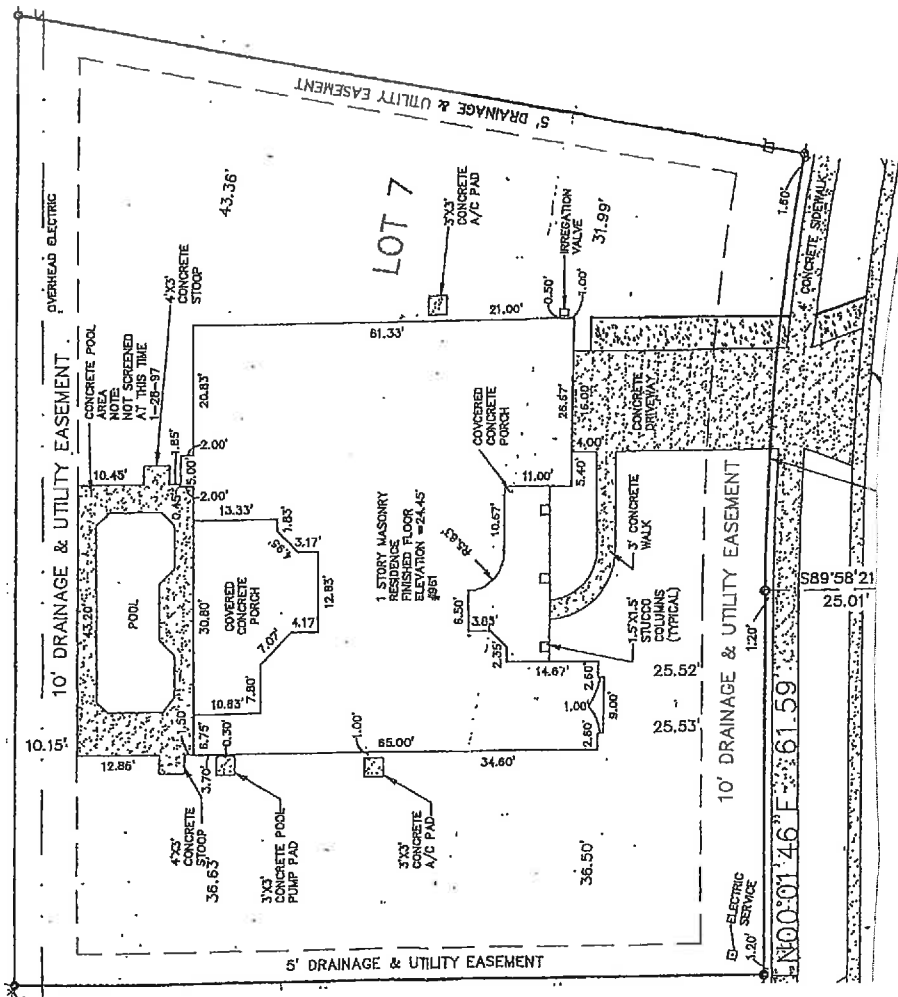
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Barbara J. McGann-Masucci, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

Exhibit "A"



Case No.: 15-97500007

Applicant: Arthur Masucci and Barbara J. McGann - Masucci, property owners

Location: Lot 7, Countryside PUD, Phase IV - C
Subdivision; 961 Smokerise Boulevard

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and sidewalk in the Smokerise Boulevard right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

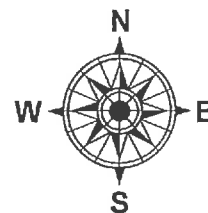


Exhibit "A"

Arthur Masucci & Barbara McGann-Masucci

Application for Driveway Pavers

Additional Information

Manufacturer: Oldcastle Belgard

Paver Style Name: Holland Stone

Paver Block Dimensions: 4" X 8" X 2-3/8"

Paver Block Color: Oak Run (beige and charcoal)

Paver Placement Pattern: 45 degree Herringbone

Paver Area Containment Border: Same pavers as above in "Soldier" pattern with 3" X 3" triangular concrete border.

Paver Minimum Compressive Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed concrete base DOT white sand

Paver Base Material, Thickness, and Compaction Requirement: Same material as above, 4" to 6", compacted to 97%.

Paver Subgrade Compaction Requirement: 97%

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 7, Countryside PUD, Phase IV-C, according to plat thereof, as recorded in Map Book 43, Page 88, Public Records of Volusia County, Florida.



Case No.: 15-97500007

Applicant: Arthur Masucci and Barbara J. McGann - Masucci, property owners

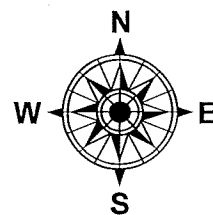
Location: Lot 7, Countryside PUD, Phase IV - C Subdivision; 961 Smokerise Boulevard

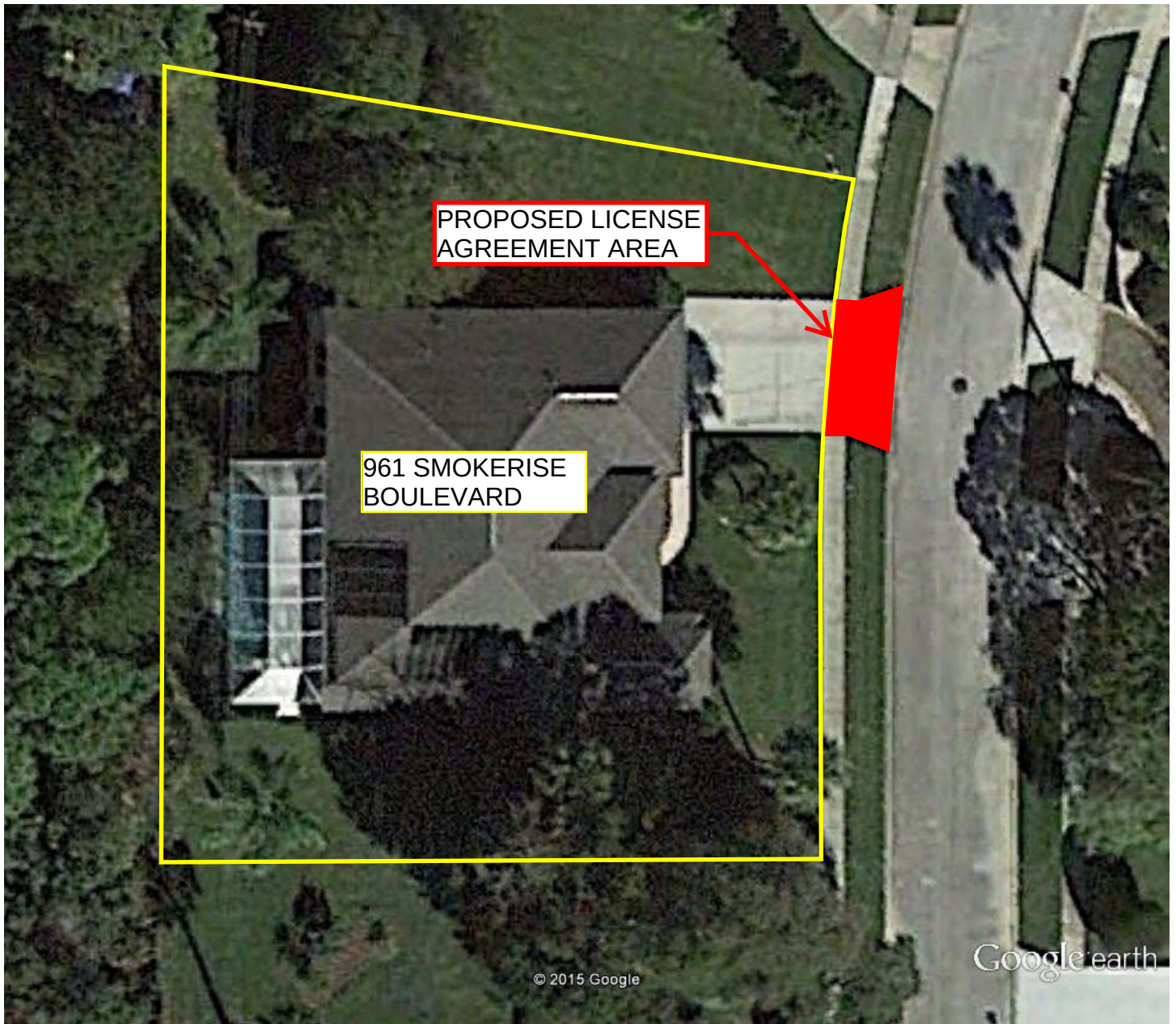
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and sidewalk in the Smokerise Boulevard right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Google earth

feet 100
meters 30





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Proposed License Agreement – Lots 7, 8, 9, 10, Block 6, E.H. Herrich Subdivision; 308 Ocean Avenue

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lots 7, 8, 9, 10, Block 6, of the E.H. Herrich Subdivision as described per the attached legal description

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the right-of-way frontage of 308 Ocean Avenue. Charles Thompson, the property owner, has made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron with decorative pavers. Street sidewalks do not exist in this area. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement document. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Thompson.pdf
2.	location map	308 oceanlocate.pdf
3.	aerial	308 ocean.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret

Created/Initiated - 09/02/2015
Approved - 09/02/2015
Approved - 09/16/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6303-02-06-0070

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Charles W. Thompson, a single person, whose mailing address is 308 Ocean Avenue, Port Orange, FL 32129, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of real property located in the E.H. Herrich subdivision, recorded in Map Book 5, Page 38, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Ocean Avenue located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all

lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and, Charles W. Thompson, 308 Ocean Avenue, Port Orange, FL 32129 for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Charles W. Thompson

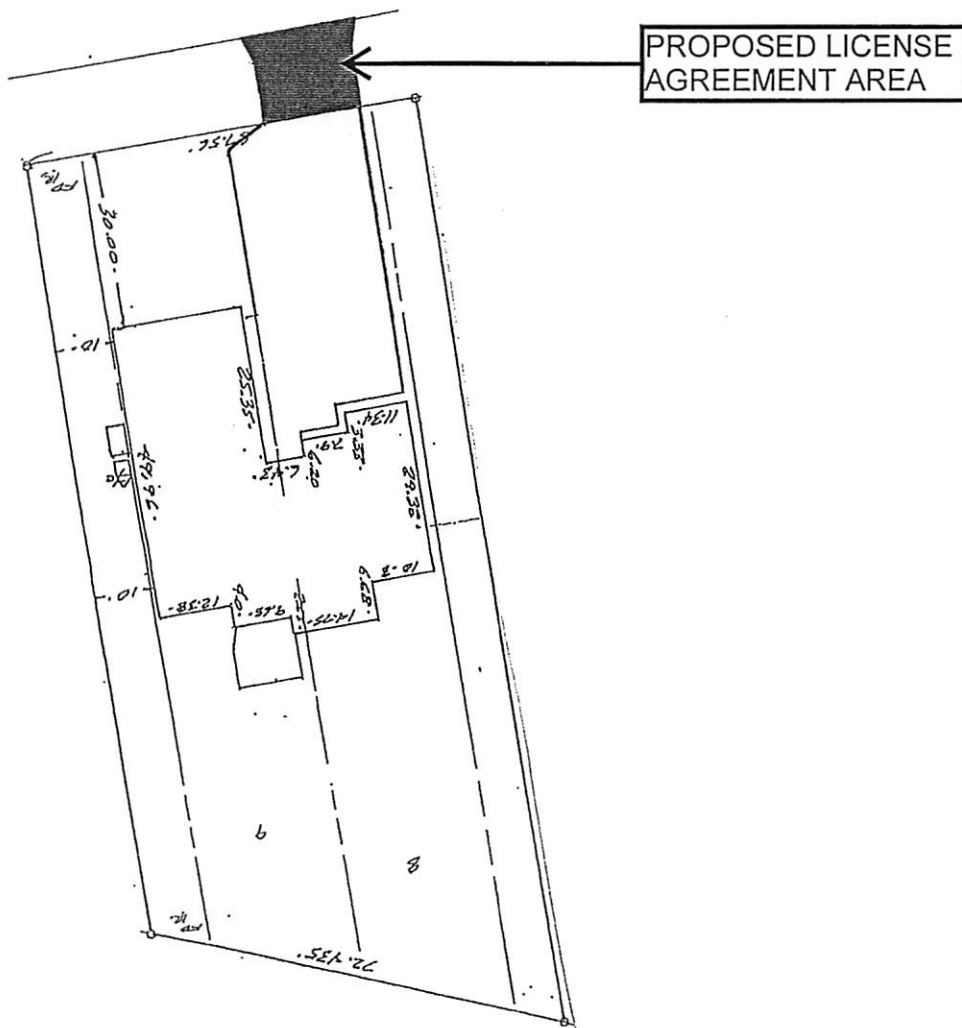
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Charles W. Thompson, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

Exhibit "A"



Case No.: 15-97500008

Applicant: Charles Thompson, property owner

Location: Lots 7, 8, 9, 10, Block 6,
E.H. Herrich Subdivision;
308 Ocean Avenue

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Ocean Avenue right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

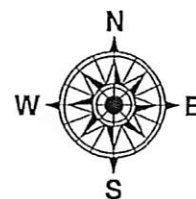


Exhibit "A"

PAVER MANUFACTURER SPECIFICATIONS (include color photo):

Manufacturer: TREMORON

Paver Style Name: TREMORON (OLD TOWN.)

Paver Block Dimensions: 6"x9", 6"x6", 6"x4"

Paver Block Color: HERITAGE

Paver Placement Pattern: RUNNING PATTERN.

Paver Area Containment Border: CONCRETE EDGE RESTRAINT.

Paver Minimum Compressive Strength: 8000 PSI.

Paver Bedding and Joint Filler Material: - MASONARY SAND - JOINT SAND

Paver Base Material, Thickness, and Compaction Requirement: 6" CRUSHED CONCRETE
(PAVER BASE) 95%

Paver Subgrade Compaction Requirement: 95% STANDARD PROCTOR DENSITY
PER ASTM 698 FOR RESIDENTIAL DRIVEWAYS.

(PER TREMORON PAVER SPEC GUIDE 2011)

Exhibit "A"

COLOR
HERITAGE

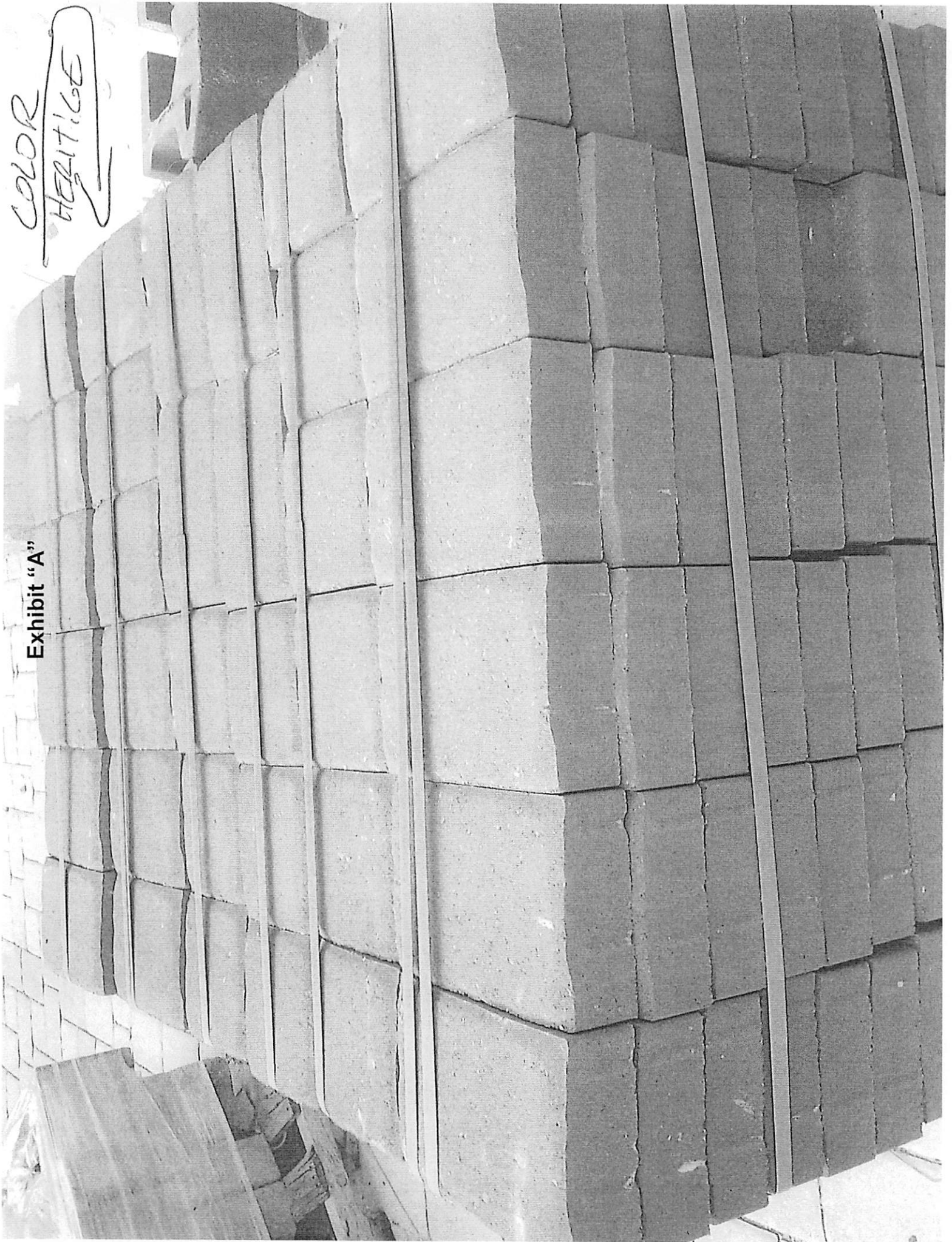


Exhibit "B"

LEGAL DESCRIPTION

The westerly 7.50 feet of Lot 7, Lots 8 and 9, and the easterly 10.00 feet of Lot 10, Block 6, E.H. Herrich Subdivision of Port Orange, as per Map Book 5, Page 38, Public Records of Volusia County Florida.

and;

Said property also described as W. 7.50 ft of Lot 7, Lots 8 & 9 and E. 10 ft of Lot 10, Block 6, E. H. Herrick's Sub. of Port Orange. Map Book 5, Page 38, Public Records.



Case No.: 15-97500008

Applicant: Charles Thompson, property owner

Location: Lots 7, 8, 9, 10, Block 6,
E.H. Herrich Subdivision;
308 Ocean Avenue

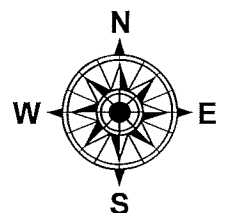
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Ocean Avenue right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Google earth

feet 100
meters 30





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for the Waters Edge at Port Orange Homeowners Association, Inc.

SUMMARY: The Waters Edge at Port Orange Homeowners Association, Inc. is requesting permission to install an announcement sign within the Waters Edge Boulevard Right-of-Way in a median located to the North of the intersection of Waters Edge Boulevard and Niloufar Lane. The sign will be used for the conspicuous posting of advance notice of Homeowner Association meetings. The sign is proposed to be 40" tall and 52" wide. It will not be lighted and will be located so as not to block the vision of drivers or pedestrians. A permit for the sign must be obtained by the Homeowners Association.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace the improvement per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and will address visual clearance requirements with the building permit application process. No issues have been provided per reviews by Risk Management, Public Works, or Public Utilities.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Waters Edge.pdf
2.	location map	wedgelocate.pdf
3.	aerial	wedgeaerial.pdf
4.	letter	wedgeletter.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/02/2015
Approved - 09/02/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: N/A

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Waters Edge at Port Orange Homeowners Association, Inc., whose mailing address is P.O. Box 291282, Port Orange, FL 32129, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the homeowners association for the real property located in multiple phases of the Waters Edge subdivisions; and

WHEREAS, the Waters Edge at Port Orange Homeowners Association, Inc. has requested use of a portion of the public right-of-way, known as Waters Edge Boulevard as established in the Waters Edge Phase I subdivision recorded in Map Book 46 Pages 57 through 60, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Waters Edge Boulevard located and situated in Port Orange, Volusia County, Florida, as depicted on **Exhibit "B"** for the purpose of installation of outdoor announcement board on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their

present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements.

9. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the Improvements within the right-of-way, and shall immediately repair any deviation in the Improvements. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Waters Edge at Port Orange Homeowners Association, Inc., P.O. Box 291282, Port Orange, FL 32129, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

Attest: _____
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

**WATERS EDGE AT PORT ORANGE
HOMEOWNERS ASSOCIATION, INC.**
Florida not for profit corporation

Printed Name: _____

Printed: Lauren Cowan
Title: President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Lauren Cowan, President, who is authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Waters Edge at Port Orange Homeowners Association, Inc.**, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

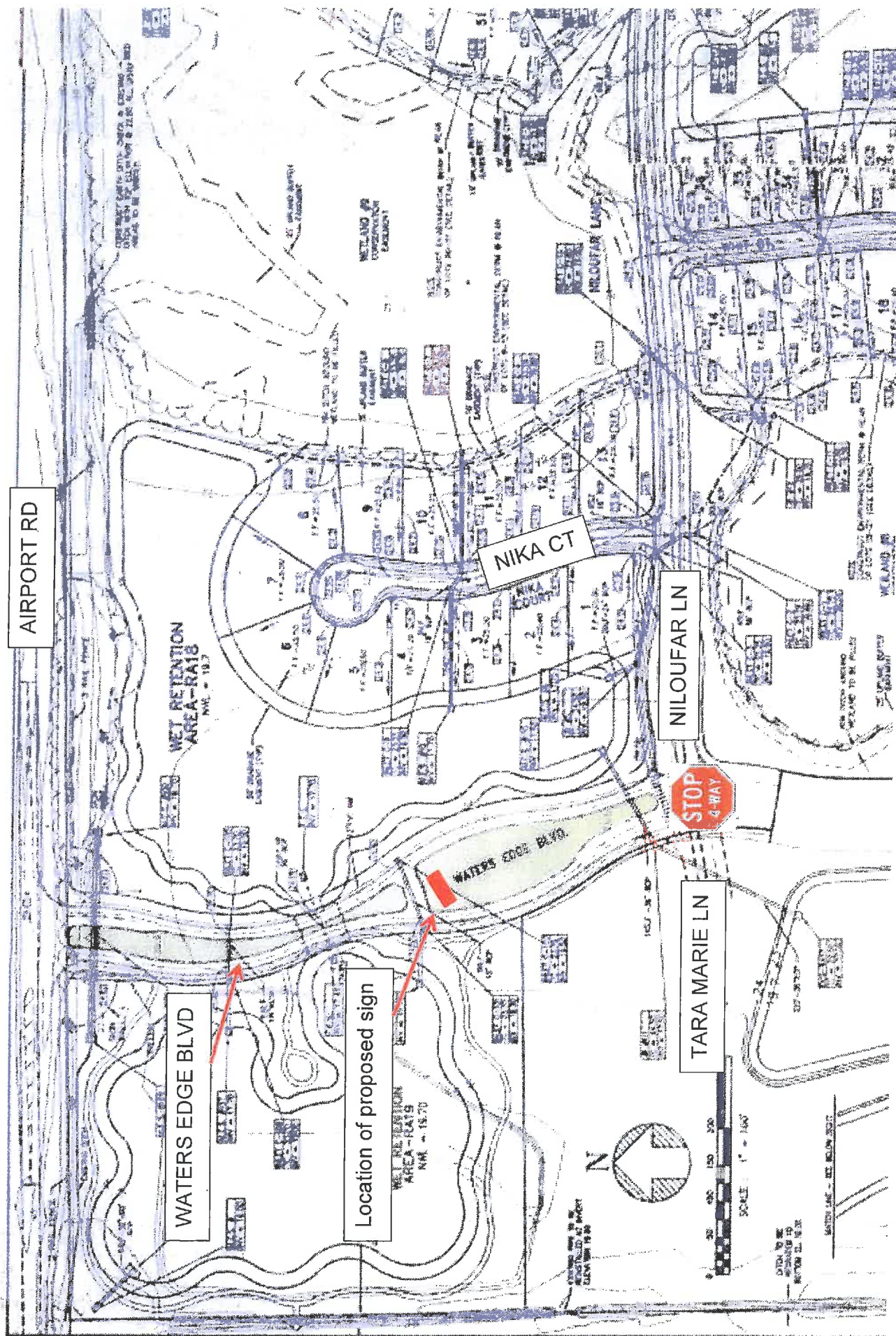
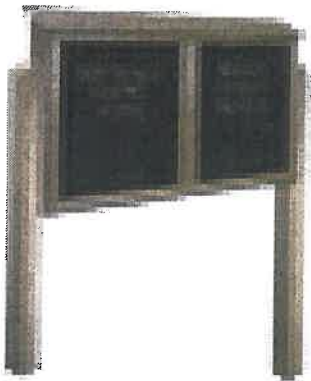


EXHIBIT "A"



Overall Size: 52" Wide x 40" High, elevated on posts.

EXHIBIT "B"

LEGAL DESCRIPTION

A portion of the Waters Edge Boulevard Right-of-Way as dedicated per the plat of Waters Edge - Phase I, as per Map Book 46, Pages 57 through 60, Public Records of Volusia County, Florida.



Case No.: 15-97500006

Applicant: Karen Koch, Waters Edge Homeowners Association

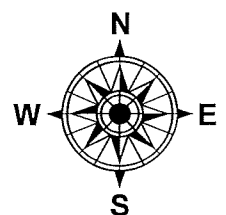
Location: A portion of the Waters Edge Boulevard Right-of-Way as per the Waters Edge - Phase I subdivision plat

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of an announcement sign in the Waters Edge Boulevard Right-of-Way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Google earth

feet
meters



Waters Edge at Port Orange Homeowner's Association, Inc.

c/o Karen Koch Inc, PO Box 291282, Port Orange, FL 32129

Phone: 386-767-8282, Fax: 386-767-2828

www.watersedge-hoa.com; www.karenkoch.com

July 28, 2015

IMPROVEMENT APPLICATION

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

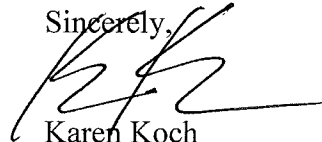
Dear Sirs;

Waters Edge at Port Orange Homeowners Association is requesting your approval for an improvement in the right-of-way of Waters Edge Boulevard by allowing the installation of an outdoor announcement sign. The location is within a paved median break approximately five hundred (500) feet south of the northernmost intersection with Airport Road. The proposed location appears to provide for "conspicuous" posting required by FS 720.306 (5). The sign would be for daylight viewing only and would not be lighted. An application for improvements in the right-of-way and aerial photos of the location are enclosed.

As you know, homeowner's associations are required by Florida Statute to provide advance notice of some meetings. Because Waters Edge currently has 1,100 homes with 1,221 planned at completion, notice by mail is expensive as is the maintenance of electronic lists. The community does not currently publish a Newsletter. The legal posting requirement is being met with the use of small, corrugated paper signs on wires, which are placed and removed monthly. In addition to required meeting notices, the board could also announce special events and community activities.

Waters Edge is prepared to purchase and install the outdoor announcement board and believes it will improve communication and community spirit. Your early consideration is appreciated. Please let me know if additional information is required.

Sincerely,



Karen Koch

Community Association Manager

cc: Board of Directors
via eMail



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: Yes

SUBJECT: Police Benevolent Association Lieutenants (PBA Lt.) 2015-2016 Wage Reopener (Article 24) on the 2014-2017 Collective Bargaining Agreement and Memorandum of Understanding.

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Motion to approve the negotiated reopener of Article 24, Wages for Fiscal Year 2015 and Memorandum of Understanding for Article 25.

SUMMARY: The City and the PBA Lt. have negotiated a one year wage reopener on Article 24 for Fiscal Year 2016 as a part of the 2014-2017 PBA LT. Collective Bargaining Agreement.

Changes to this Article include administrative clean up, the memorialization of the current pay ranges, and a 3% across the board increase.

On August 30, 2015 the City received notification that the PBA Lt. members voted in favor of this agreement.

There is an additional reopener on Article 24, Wages for the third year of this contract to be negotiated in the upcoming year. Article 25 relating to Pension is required to be amended by the 2015 Florida Legislature and has been accomplished by the Memorandum of Understanding attached hereto.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	PBA Lt. Article 24 Mark Up	ARTICLE 24 PBA LT- Mark Up.docx
2.	PBA LT. Article 24 Clean Copy	ARTICLE 24 PBA LT- Clean.docx
3.	MOU	PBA Lt. Retirement MOU.pdf
4.	Signature Page	PBA Lt. Wage Opener Signature Page.pdf

Miller, Jamie
Rosen, Alan
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/03/2015
Approved - 09/11/2015
Approved - 09/15/2015
Approved - 09/17/2015
Final Approval - 09/17/2015

ARTICLE 24

WAGES

- 24.1 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this agreement shall be subject to negotiation by the parties.
- A. Effective the first pay check received in October 2014, for fiscal year 2015, employees will receive a three percent (3%) increase to their base pay.
- B. Effective the first pay check received in October 2015, for fiscal year 2015, employees will receive a three percent (3%) increase to their base pay.
- 24.2 Employees hired from outside of the organization will start at the minimum rate of pay established for the classification. If an applicant possesses exceptional qualifications, upon recommendation of the Chief and concurrence of the Human Resources Department, requests for a rate of pay higher than the minimum may be authorized. Requests for a starting rate up to ten (10) percent above the minimum rate will require prior the approval of the Administrative Services Director and or the City Manager or the City Manager's designee. These requests must be in writing and fully justified by the Department Head and approved before the offer is made to the applicant. Requests for a starting pay more than ten (10) percent above entry level shall be fully justified and submitted in writing for review by the Administrative Services Director. The Administrative Services Director shall make a recommendation to the City Manager, in writing, for final determination. The City Manager's approval is required in writing before making the offer to the applicant.
- 24.3 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, they will be placed under an intensive management program and re-evaluated in ninety (90) days. Failure to receive a "satisfactory" performance rating after the re-evaluation period will result in disciplinary action, up to and including termination. Any employee with an "unsatisfactory" rating on their last performance evaluation will not be eligible for a salary adjustment on the next October 1st, if one is granted by the City Council.
- 24.4 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes 943.22.

24.5 The pay ranges effective 10/01/2015-09/2016 for the positions within the
Police Department shall be as follows:

Grade	Position	Min	Mid	Max
220	Lieutenant	\$25.75	\$32.06	\$39.41

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Grade	Position	Min	Mid	Max
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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANTS (PBA-LTS)
PERC CERTIFICATION #5561

Separate and apart from contract negotiations, the PBA-LTS PERC Certification #5561 ("Union") and the City of Port Orange ("City") hereby agree to modify the following provision of the 2014-2017 collective bargaining agreement ("Agreement").

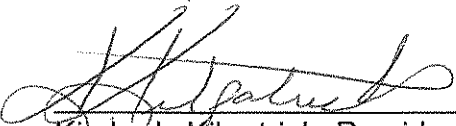
Prior to the negotiation of a successor Agreement, this Memorandum of Understanding (MOU) between the City and the Union shall serve to clarify language related to legislation changes affecting Article 25, Retirement. Upon execution by both parties, this MOU shall amend Article 25 of the Agreement as delineated below. For purposes of this MOU, words with underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.

By executing this MOU, it is understood and agreed by both parties that the following language will be added to Article 25 of the Agreement, as follows:

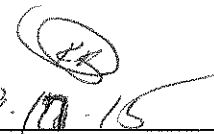
25.4 The parties agree to meet in order to comply with legislative changes to Section 175, Florida Statutes, made by the Florida Legislature in the 2015 legislative session.

This MOU shall become effective upon ratification by the Union members, approval by the City, and execution by both parties.

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, PERC CERTIFICATION #5561,
PBA LTS, FLA:



Kimberly Kilpatrick, President

Date: 
09-17-15

CITY OF PORT ORANGE, FLORIDA

Michael H. Johansson, City Manager

Date: _____

Attest:

Robin Fenwick, City Clerk

Wage Reopener for Article 24, Wages on the PBA Lt. 2014-2017 CBA

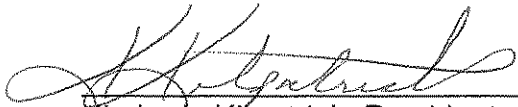
Approved and ratified this

17 day of Sept., 2015.

Approved and ratified this

_____ day of _____, 2015.

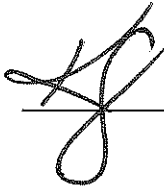
COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION:



Kimberly Kilpatrick, President

CITY OF PORT ORANGE, FLORIDA

Allen Green, Mayor



M.H. Johansson, City Manager

ATTESTATION OF SIGNATURES

On this _____ day of _____, 20____, I Robin L. Fenwick, CMC, City Clerk for the City of Port Orange, Florida, hereby attest that the attached document bears the signature of Allen Green, Mayor and Michael H. Johansson, City Manager of the City of Port Orange, and that the signatures have been duly affixed and are hereby attested to as required by Ordinance No. 2012-18 in the Port Orange Code of Ordinances.

Witness:

ATTEST:

Printed Name: _____

Robin L. Fenwick, CMC, City Clerk

Date: _____

Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Request for a \$50,000 Local Contribution for Two Florida Housing Finance Corporation(FHFC) Applications

DEPARTMENT: Community Development

RECOMMENDED MOTION: Please select one of the following motions based on the options provided in the summary:

1. Move to approve the requests for local contribution in the form of a fee deferral equaling the net present value of \$50,000 at a discount rate of 5.61% related to applications for Florida Housing Finance Corporation, subject to review and approval of applications for consistency with Applicants' proposed age restrictions, and subject to appropriation of funds by budgetary resolution.

-OR-

2. Move to approve the requests for local contribution in the form of a fee waiver of \$50,000 related to applications for Florida Housing Finance Corporation, subject to review and approval of applications for consistency with Applicants' proposed age restriction.

-OR-

3. Move to recommend approval of local contribution. (Positive motion and denial of request)

SUMMARY: Options Related to these Requests for a Local Contribution:

1. Approve the requests for local contribution in the form of a fee deferral equaling the net present value of \$50,000 at a discount rate of 5.61% related to applications for Florida Housing Finance Corporation, subject to review and approval of applications for consistency with Applicants' proposed age restrictions, and subject to appropriation of funds by budgetary resolution.

- OR -

2. Approve the requests for local contribution in the form of a fee waiver of \$50,000 related to applications for Florida Housing Finance Corporation, subject to review and approval of applications for consistency with Applicants' proposed age restriction.

- OR -

3. Deny the requests

Summary: Recently, Timothy Morgan of Jonesboro Investments Corp. and Scott Culp of Atlantic Housing Partners, LLLP have requested a \$50,000 local contribution from the City for proposed affordable multi-family housing projects (see attached materials provided by each group). These groups have come before Council in the past with the same request. These requests are being made in pursuit of tax credit financing through the Florida Housing Finance Corporation (FHFC) during the FY 2016 application period. Last year Council approved (3-2) the requests for a local contribution in the form of a fee deferral. Prior to last year, Council was able to pledge SHIP and CDBG funds for the local contribution. However, the City no longer actively participates in the SHIP program, and a conditional pledge of future CDBG funds no longer meets application requirements.

According to the FHFC, only one application from all Volusia County proposals will be selected for the FY 2016 application period. Therefore, if the council elects to support these requests, only one of the Port Orange applications may possibly be selected and eligible for the fee deferral or wavier.

The proposed development sites are located at 1040 Herbert Street and 4068 Carlisle Drive (see attached map for locations). The subject sites are currently zoned for multi-family uses. There have been no official site plans submitted for these sites with these requests. If one of these properties is selected by the FHFC, the applicant will be required to have a pre-application meeting and then submit a site plan that will be reviewed by staff for consistency with all code requirements.

If the Council elects to support these applications, the City may provide \$50,000 in fee waivers or a \$50,000 fee deferral. Commitments must be valid through June 30, 2016. The following are general examples of how the local contribution might be met if Council elects to support these requests.

Fee Waiver example: In 2014, the Interim City Manager suggested the \$50,000 fee waiver could come from the building permit application fees. Based on the initial information provided to staff, the building permit fees for both sites are anticipated to exceed \$50,000, ranging from about \$90,000 to about \$125,000 based on project size.

Fee Deferral example: If the Council chooses a fee deferral of \$50,000, a payment plan may function similar to the general example shown below. According to the FHFC and the applicants, the fee deferral must be calculated using net present value and a discount rate of 5.61%. In this general example from one of the applicants, they would be required to make four (4) annual payments of \$100,000 toward the \$400,000 of deferred development fees. If one of the sites is selected, the applicant and City would need to prepare a separate agreement that identifies the specific payment schedule and number of years. Based on this general example of a payment scheduled for a fee deferral, the estimated building permit fees would not be enough to create a \$50,000 contribution. Most likely a combination of development fees including impact fees would need to be deferred to create a \$50,000 contribution. In 2011, the City entered into a similar agreement with the property owner of the Country Inn and Suites Hotel to defer payment of about \$140,000 in impact fees for five (5) years.

General Example – Fee Deferral

Deferral (Years)	Deferral Payment	Fees Due
0		\$400,000
1	\$100,000	\$0.00
2	\$100,000	\$0.00
3	\$100,000	\$0.00
4	\$100,000	\$0.00
Net Present Value	\$349,628	
Fees Paid at end of Year 4	\$400,000	

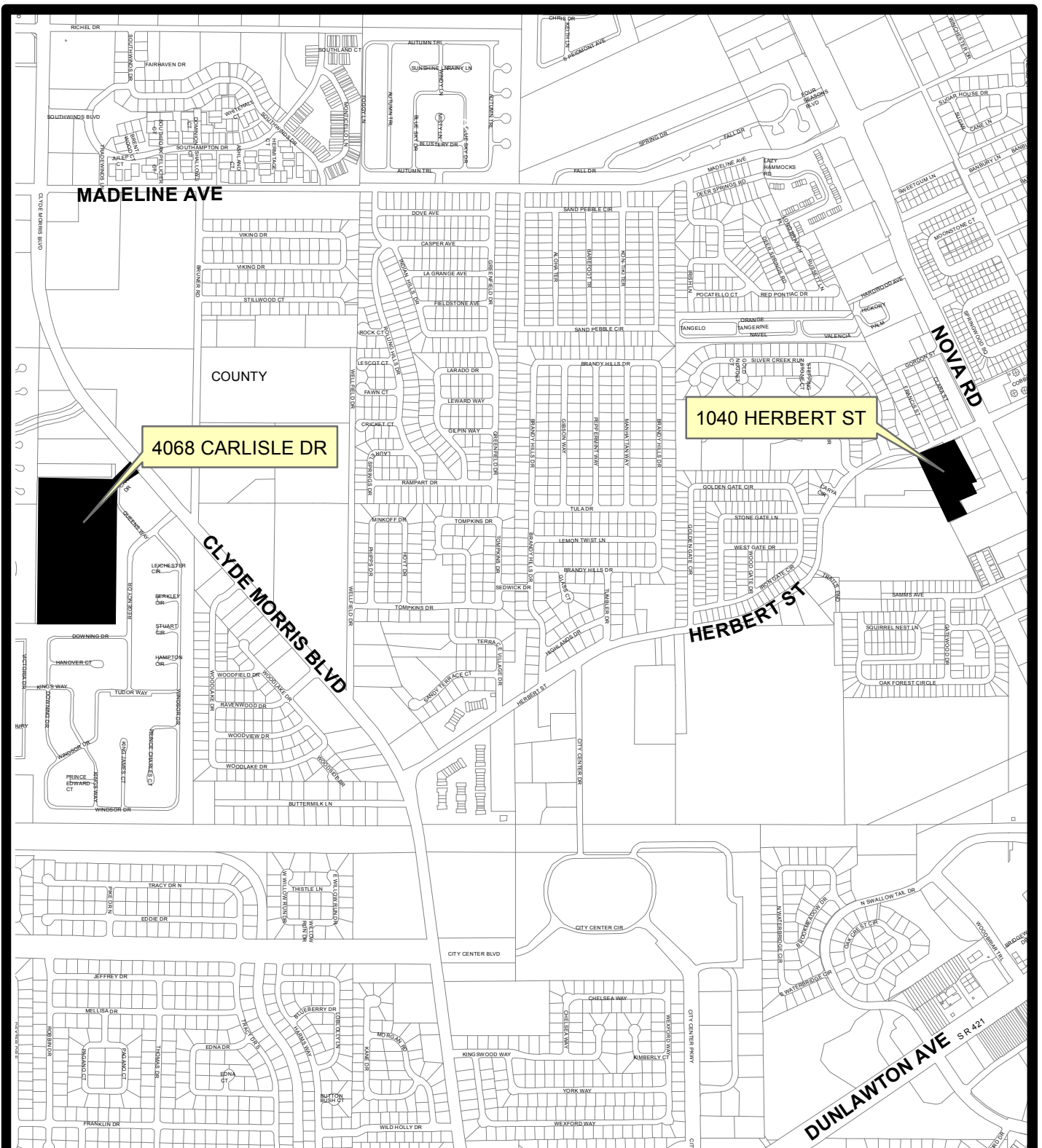
Total Value of Deferral	\$50,372
-------------------------	----------

Project Funding Account
No.: No.:

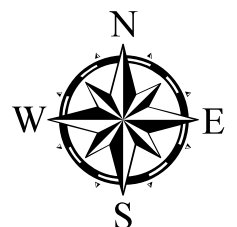
ATTACHMENTS:

1.	Location Map of FHFC Sites	Exhibit 1 - Location Map.pdf
2.	1040 Herbert Street - Project Information	Exhibit 2 - 1040 Herbert St..pdf
3.	4068 Carlisle Drive - Project Information	Exhibit 3 - 4068 Carlisle Drive.pdf

Schmotzer, Melanie	Created/Initiated - 09/10/2015
Clark, Wayne	Approved - 09/10/2015
Riehm, Tracey	Approved - 09/15/2015
Roberts, Margaret	Approved - 09/17/2015
Johansson, M. Jake	Final Approval - 09/17/2015



PROPOSED DEVELOPMENT SITES FOR FLORIDA HOUSING FINANCE CORPORATION APPLICATIONS



From: Tim Morgan [<mailto:tmorgan@jonesborocorp.com>]

Sent: Wednesday, September 02, 2015 4:57 PM

To: Burman, Tim

Cc: John Saxton

Subject: RE: Port Orange - FHFC verification Forms

As a follow up to our recent request for City Council consideration for a local contribution for the proposed Nova Oaks development 91040 Herbert Street), please find attached the following additional information for your review and consideration:

- 1) Project Narrative
- 2) Site Plan
- 3) Jonesboro Investments Corp. – Affordable Housing Experience Chart
- 4) Project Elevation – The proposed elevation for Nova Oaks would be similar to a senior project in development now in Largo Florida (see attached).

Tim, please advise if you would like any additional information in connection with the proposed Nova Oaks senior development. Thanks

Timothy M. Morgan

President

Jonesboro Investments Corp.

7160 Chagrin Road, Suite 250

Chagrin Falls, OH 44023

(440) 247-3900 Office

(440) 247-3930 Facsimile

(216) 832-5589 Mobile

NOVA OAKS

PROJECT NARRATIVE



Nova Oaks is an affordable senior housing development to be constructed at 1040 Herbert Street. The project site is located on the east side of Herbert Street, just south of Nova Road in Port Orange Florida. Fifty four (54) new affordable senior apartments will be constructed under the Affordable Housing Tax Credit Program.

Based on initial market research and cost estimates, the new construction one (1) bedroom senior apartments will be 775 square feet and the new construction two (2) bedroom senior apartments will be 880 square feet. Nova Oaks will enhance the existing retail/commercial corridor of Nova Road in adding an affordable independent living senior component to the existing retail/commercial district. Twenty seven (27) new construction affordable senior apartments will include one (1) bedroom and one (1) bath and twenty seven (27) new construction affordable senior apartments will include two (2) bedrooms and one and one half (1.5) baths.

Financing for the elderly apartments will include proceeds from: (i) the sale of Housing Tax Credits; (ii) a financial contribution from the City of Port Orange; and (iii) a conventional permanent loan. The target market for tax credit tenants will primarily be a moderate-income elderly household making between 40% and 60% of the Deltona-Daytona Beach-Ormond Beach, Florida Metropolitan Statistical Area. The target market rents are anticipated to be \$329.00 for a 775 square foot 1 bedroom apartment at 40% AMI and \$531.00 at 60% AMI. The target market rents are anticipated to be \$390.00 for an 880 square foot 2 bedroom apartment at 40% AMI and \$632.00 at 60% AMI.

The Nova Oaks development is located in census tract 825.06 proximate to commercial shopping outlets including grocery and pharmacy, medical offices, Senior Center and public transportation.

The Project anticipates commencement of construction on the Nova Oaks senior apartments in October 2016 and completing all fifty four (54) senior apartments by October 2017.

Description and Role of Development Team Members

General Partners: JIC Nova Oaks LLC

Limited Partner: PNC

Developer: Jonesboro Investments Corp.

Property Manager: TBD

Architect: RDL Architects, Inc.

Civil Engineer: Bowman Consulting

Lender: PNC

Project Attorney: Broad and Cassel

General Contractor: TBD

Developer's Role

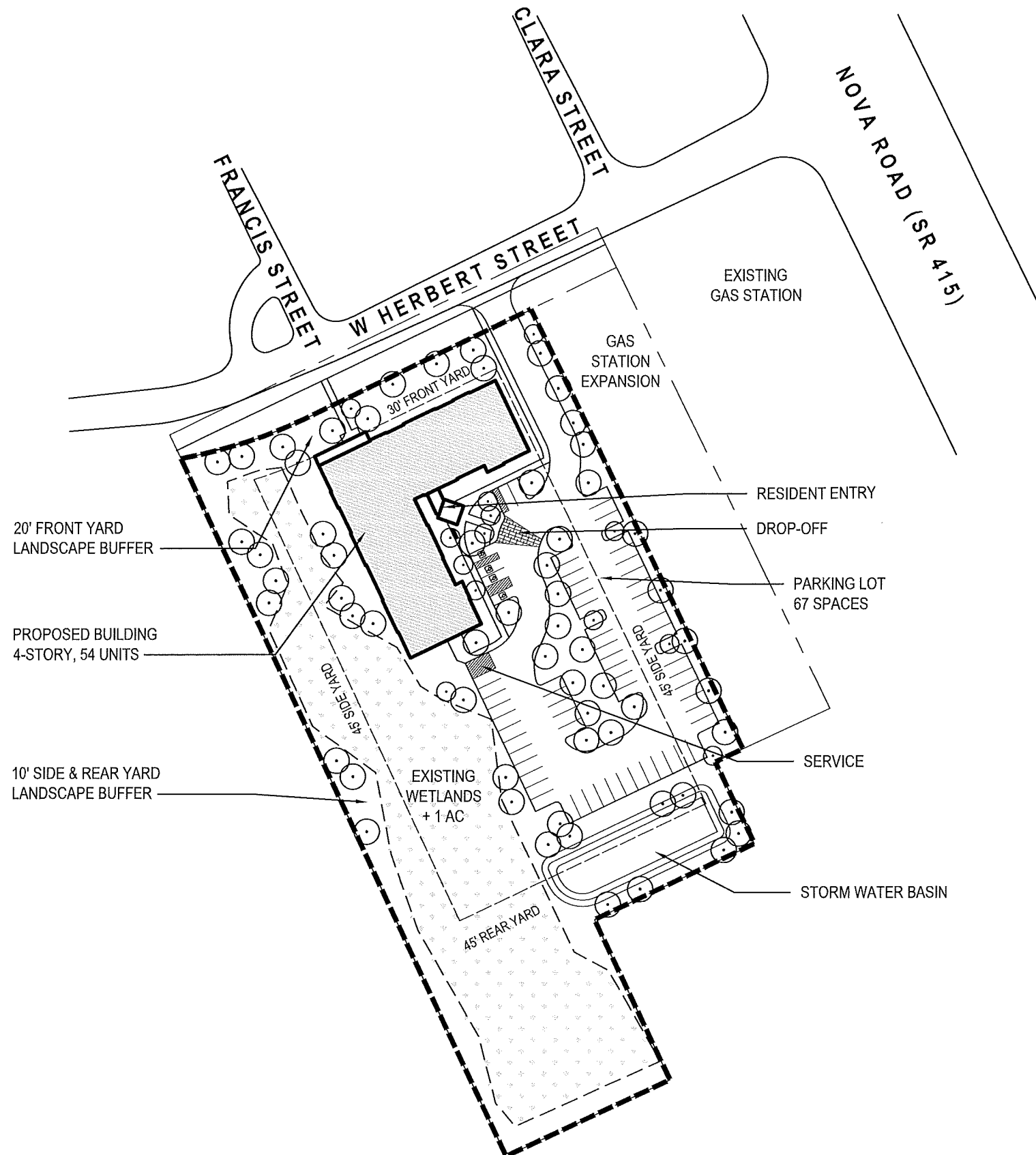
- 1) The Developer is responsible for all development activities including, but not limited to, site selection, application preparation for tax credit funding, development team selection, facilitating City and community support, developing project proforma and hiring of the General Contractor.
- 2) The Developer will act as the Construction Manager to oversee the General Contractor and determine that the quality and pace of construction is consistent with the schedule of the project partnership.
- 3) The Developer will not be the Property Manager for this project. The day-to-day responsibility of leasing, maintenance and repair will be performed by TBD.
- 4) The Developer will be the overall project asset manager. Management of the project, including the financial reporting and physical maintenance, will be performed by TBD. The asset management team will have an Advisory Panel, which will meet quarterly to review the financial statements, review the property manager's report and decide on all major capital expenditures.

Financing

Financing for the elderly apartments will include proceeds from: (i) sale of housing tax credits; (ii) a financial contribution from the City of Port Orange; and (iii) a conventional permanent loan. The target market for tax credit tenants will primarily be a moderate-income elderly household making between 40% and 60% of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area. The target market rents are anticipated to be \$329.00 for a 775 square foot 1 bedroom apartment at 40% AMI and \$531.00 at 60% AMI. The target market rents are anticipated to be \$390.00 for an 880 square foot 2 bedroom apartment at 40% and \$632.00 at 60% AMI.

Project Timeline

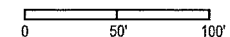
<i>October, 2015</i>	Land Acquired via Option and Real Estate Purchase Agreement Phase 1 Environmental Review Construction Financing Committed Permanent Financing Committed Equity Commitment Letter Formation of Limited Partnership Zoning and Preliminary Site Plan Approval from City of Port Orange
<i>March, 2016</i>	Award of Housing Tax Credits by FHFC
<i>September, 2016</i>	Closing of Project Financing (Equity/Debt) Building Permit Obtained from City of Port Orange
<i>October, 2016</i>	Site Preparation Commencement of Construction
<i>April, 2017</i>	50% Completion
<i>October, 2017</i>	Construction Completion Occupancy Approval
<i>March, 2018</i>	Placed in Service Permanent Loan Closing



SUMMARY	
BUILDING	54 UNITS 27 ONE-BEDRMS 27 TWO-BEDRMS
ACREAGE	+/- 3.6 ACRES
DENSITY	16 DU/AC
PARKING	67 SPACES (1+ SPACE PER UNIT)
ZONING	R-3H HIGH DENSITY MF
LOT COVERAGE	33% (BLDG/SIDEWALK/PARKING)

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"



August 18, 2015

rdla: #14156 COPYRIGHT © 2015

RDL
ARCHITECTS

RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301
www.rdlarchitects.com

NOVA OAKS
PORT ORANGE, FLORIDA

JONESBORO INVESTMENTS CORP.

7160 Chagrin Road, Suite 250
Chagrin Falls, OH 44023
Telephone: 440.247.3900 Fax: 440.247.3930

Affordable Housing Projects Placed In Service

JONESBORO INVESTMENTS CORP.

Project Name	City/State	Project Type	Award Amount	Funding Source	BIN #
Brightmoor Homes II	Detroit, MI	New Construction	\$731,645	9% Credits/HOME	MI 02-03706
Brightmoor Homes III	Detroit, MI	New Construction	\$890,879	9% Credits/HOME	MI 03-03701
Brightmoor Homes IV	Detroit, MI	New Construction	\$856,682	9% Credits	MI 06-00301
Brewer Park Homes	Detroit, MI	New Construction	\$950,650	9% Credits/HOME	MI 03-03301
Conner Creek Elderly	Detroit, MI	New Construction	\$611,698	9% Credits	MI 04-05001
Creekside Homes	Detroit, MI	New Construction	\$759,411	9% Credits	MI 04-04701
East Village	Detroit, MI	New Construction	\$867,223	9% Credits	MI 04-06701
Eastside Detroit Homes	Detroit, MI	New Construction	\$1,095,503	9% Credits/HOME	MI 02-02960
Ephesus Homes	Detroit, MI	New Construction	\$982,381	9% Credits	MI 07-00601
Hope Park Homes	Detroit, MI	New Construction	\$700,721	9% Credits	MI 05-06901
Melrose Square Homes	Detroit, MI	New Construction	\$420,896	9% Credits	MI 05-03401
Monroe Elderly	Monroe, MI	New Construction	\$5,016,000 (Bonds)	4% Credits/Tax Exempt Bonds	MI 06-03501
Northwest Unity Homes	Detroit, MI	New Construction	\$819,977	9% Credits	MI 05-04201
Nortown Homes	Detroit, MI	New Construction	\$890,879	9% Credits/HOME	MI 03-03816
Nortown Homes II	Detroit, MI	New Construction	\$759,411	9% Credits/HOME	MI 04-04801
Pinigree Park Homes	Detroit, MI	New Construction	\$950,650	9% Credits/HOME	MI 03-03201
Saratoga Homes	Detroit, MI	New Construction	\$922,454	9% Credits	MI 05-03825
St. John Homes	Detroit, MI	New Construction	\$784,126	9% Credits	MI 04-06501
Saks Park Homes	Detroit, MI	New Construction	\$890,960	9% Credits	MI 07-05401
Vanguard Elderly	Detroit, MI	New Construction	\$849,883	9% Credits	MI 07-05201
Preston Pointe	Brownstown, MI	New Construction	\$10,361,000 (Bonds)	4% Credits/Tax Exempt Bonds	MI 07-02701
Eastside Detroit Elderly	Detroit, MI	New Construction	\$695,183	9% Credits/HOME	MI 02-03001
MLK Homes	Detroit, MI	New Construction	\$759,411	9% Credits	MI 04-04201
Magnolia Gardens	Brooksville, FL	New Construction	\$1,069,218	9% Credits/TCEP/SHIP	FL 11-00503
NDNI Elderly	Detroit, MI	New Construction	\$6,828,110	9% Credits/TCEP/HOME	08-06401
Northwest Unity Homes II	Detroit, MI	New Construction	\$7,360,057	9% Credits/TCEP/HOME	08-05901-45
West Oakland Homes	Detroit, MI	New Construction	\$7,360,057	9% Credits/TCEP/HOME	08-05601-45
Maxwell Homes	Detroit, MI	New Construction	\$5,165,000	9% Credits/TCEP/HOME	08-05401-30
Magnolia Glen	Florence, KY	New Construction	\$1,037,038	9% Credits	KY 1300201-205
Gateway Apartments *	Columbus, IN	New Construction	\$971,161	9% Credits	IN-14-00300

* Under Construction



PERSPECTIVE RENDERING

JONESBORO INVESTMENTS CORP.

7160 Chagrin Road, Suite 250
Chagrin Falls, OH 44023
Telephone: 440.247.3900 Fax: 440.247.3930

LARGO SENIOR VILLAGE Largo, Florida

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BELLA OAKS APARTMENTS

PROJECT NARRATIVE

Bella Oaks Apartments (the "Project") is a proposed affordable townhome design senior housing development to be constructed at 4068 Carlisle Drive. The Project site is located on the west side of Carlisle Drive, off South Clyde Morris Boulevard in Port Orange Florida. The community will consist of seventy eight (78) new affordable senior townhouse-type units constructed under the Affordable Housing Tax Credit Program. The unit mix for the senior development will be: 40 - 1 Bedroom/1 Bath, 26 - 2 Bedroom/2 Bath, 12 - 3 Bedroom/2 Bath units.

The development team, led by Atlantic Housing Partners, L.L.L.P. or "AHP", based in Winter Park, have significant affordable housing experience (including AHP's principals experience which with the CED Companies) in Volusia County which include the following communities: Fountains at Saxon Cove, Cape Morris Cove, Enterprise Cove, Saxon Trace, Newport Sound, Windy Pines, Sunrise Pointe, Hunter's Creek and Lexington at Hunter's Creek. Also enclosed is the resume and experience list.

Financing for the elderly townhomes will include proceeds from: (i) the sale of Housing Tax Credits; (ii) a financial contribution from the City of Port Orange; and (iii) a conventional/permanent loan. The target market for tax credit tenants will primarily be a moderate-income elderly household making between 40% and 60% of the Deltona-Dayton Beach-Ormond Beach, Florida Metropolitan Statistical Area. The final rents will be determined based on the area median income in effect at the time of completion of construction and final approval of utility allowances but for pro-forma purposes based on current area median income ("AMI") they are as follows:

<u>40% AMI</u>	<u>60% AMI</u>
1 BR \$297	1 BR \$494
2 BR \$348	2 BR \$584
3 BR \$393	3 BR \$666

The Bella Oaks development site is currently located proximate to commercial shopping outlets including grocery and pharmacy, medical office, Senior Center and public transportation.

The Project anticipates commencement of construction on the Bella Oaks Apartments in June 2016 and completing all seventy eight (78) senior units by June 2017.

Description of Development Team Members

<i>Developer:</i>	ATLANTIC HOUSING PARTNERS, L.L.L.P., a Florida limited liability limited company—see attached resume
<i>Owner:</i>	Bella Oaks Partners, Ltd., a Florida limited partnership
<i>General Partner Of Owner:</i>	SAS Bella Oaks Managers, L.L.C., a Florida limited liability company (a wholly owned subsidiary of Southern Affordable Services, Inc., a 501(C)(3) Non-Profit)—see attached corporate resume
<i>Limited Partner Of Owner:</i>	TBD (anticipated to be FL Tax Holdings 2010, Ltd., an affiliate of the Developer, Atlantic Housing Partners, L.L.L.P. which will in turn sell the housing credits to either Bank of America or Regions Bank)
<i>Property Manager:</i>	Concord Management, Ltd., a Florida limited partnership (majority owned by principal of Atlantic Housing Partners, L.L.L.P.)
<i>Architect:</i>	SLOCUM PLATTS ARCHITECTS, P.A., a professional association
<i>Civil Engineer:</i>	Madden, Moorhead and Glunt, Inc., a Florida corporation
<i>Lender:</i>	Regions Bank or similarly qualified financial lender
<i>Project Attorney:</i>	Broad and Cassel
<i>General Contractor:</i>	CPG CONSTRUCTION, L.L.L.P., a Florida limited liability limited company (owned by principals of Atlantic Housing Partners, L.L.L.P.)—see attached resume



The principals of Atlantic Housing Partners, L.L.L.P. ("Atlantic") are national leaders in the development of affordable housing. Based in Central Florida, they have become a strong force in the industry utilizing their expertise in real estate, finance, and construction while working effectively with local government entities to expedite approvals in the development process. Atlantic's principals and their affiliates have developed over 150 communities in 8 different states, producing more than 25,000 units.

Atlantic is a recognized leader in the development of affordable housing and has developed numerous affordable housing communities throughout the country and more specifically throughout Florida. We trust that a review of the communities developed by Atlantic and its Principals would provide a representation of quality developments that are designed well, constructed with quality and maintained to the highest standards. The combination of the principals of Atlantic's development experience, financial resources, and sense of community needs and awareness ensure that residents will be proud of the resulting community.

Please visit the website for additional information about Atlantic Housing Partners, L.L.L.P. and to see pictures of the existing portfolio, www.atlantichousing.com.

MICHAEL J. SCIARRINO is President and Managing General Partner of Atlantic. Mr. Sciarrino oversees all company development activities specializing in the multi-family development industry, particularly in the Housing Tax Credit and Tax Exempt Multi-Family Mortgage Revenue Bond programs.

Prior to founding Atlantic, Mr. Sciarrino was a principal of the CED Company, an affordable housing developer. Mr. Sciarrino also previously worked as a CPA with the international accounting firm of KPMG and received his Bachelor of Science and Master of Accounting degrees from Virginia Polytechnic University.

SCOTT CULP is the Executive Vice President of Atlantic. Mr. Culp directs the management of all land planners, engineers, environmental consultants, architects and attorneys in coordination with all governing jurisdictional agencies for the complete development approval process. Additionally, Mr. Culp also directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. Mr. Culp was appointed by the Governor of Florida to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. Mr. Culp is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.



Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Beach Village at Palm Coast	Palm Coast	Flagler	FL	New Construction	Garden	106
Boca Palms - Phase II	Kissimmee	Osceola	FL	New Construction	Garden	48
Cape Morris Cove - Phase I	Daytona Beach	Volusia	FL	New Construction	Garden	130
Cape Morris Cove - Phase II	Daytona Beach	Volusia	FL	New Construction	Garden	47
Club at Eustis Village	Eustis	Lake	FL	New Construction	Garden	96
Covington Club	Oviedo	Seminole	FL	New Construction	Townhomes	94
Dean Woods	Orlando	Orange	FL	Acq/Rehab/NC	Garden	48
Fairview Cove - Phase I	Tampa	Hillsborough	FL	New Construction	Garden	88
Fairview Cove - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	65
Fountains at Falkenburg	Tampa	Hillsborough	FL	New Construction	Garden	152
Fountains at Millenia - Phase I	Orlando	Orange	FL	New Construction	Garden	162
Fountains at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	32
Fountains at Millenia - Phase III	Orlando	Orange	FL	New Construction	Garden	82
Fountains at Millenia - Phase IV	Orlando	Orange	FL	New Construction	Garden	100
Fountains at San Remo Court	Poinciana	Osceola	FL	New Construction	Garden	130
Garden Park	Fern Park	Seminole	FL	New Construction	Garden	108
Hammock at Stuart Villas	Stuart	Martin	FL	Acq/Rehab/NC	Garden	36
Hammock Harbor	Rockledge	Brevard	FL	New Construction	Garden	122
Harbour's Edge f/k/a Urban Edge	St. Petersburg	Pinellas	FL	New Construction	Mid-Rise	85
Howell Branch Cove	Winter Park	Seminole	FL	New Construction	Townhomes	56
Kathleen Pointe	Lakeland	Polk	FL	New Construction	Garden	80
Lakewood Pointe Apartments	Tampa	Hillsborough	FL	New Construction	Garden	144
Lake Sherwood	Orlando	Orange	FL	New Construction	Garden	90
Malabar Cove - Phase I	Palm Bay	Brevard	FL	New Construction	Garden	76
Malabar Cove - Phase II	Palm Bay	Brevard	FL	New Construction	Garden	72
Marbella Cove	Orlando	Orange	FL	New Construction	Garden	104
Marbella Pointe	Orlando	Orange	FL	New Construction	Garden	120
Moss Park Apartments	Winter Springs	Seminole	FL	New Construction	Garden	99
Oviedo Town Centre - Phase I	Oviedo	Seminole	FL	New Construction	Garden	106
Oviedo Town Centre - Phase II	Oviedo	Seminole	FL	New Construction	Garden	34
Oviedo Town Centre - Phase III	Oviedo	Seminole	FL	New Construction	Garden	72
Oviedo Town Centre - Phase IV	Oviedo	Seminole	FL	New Construction	Garden	24
Reserve at Brookhaven	Palm Coast	Flagler	FL	New Construction	Garden	117
Richey Woods	New Port Richey	Pasco	FL	NC/Rehab	Garden	95
River Ridge Apartments	Orlando	Orange	FL	New Construction	Garden	160
Rolling Acres - Phase I	Lady Lake	Lake	FL	New Construction	Garden	104
Rolling Acres - Phase II	Lady Lake	Lake	FL	New Construction	Garden	35
Rolling Green	Sarasota	Sarasota	FL	New Construction	Garden	118
Saxon Cove	Debary	Volusia	FL	New Construction	Garden	84
Southwinds Cove	Leesburg	Lake	FL	New Construction	Townhomes	112
Spring Lake Cove - Phase I	Fruitland Park	Lake	FL	New Construction	Garden	96
Spring Lake Cove - Phase II	Fruitland Park	Lake	FL	New Construction	Garden	48
Taylor Place Apartments	Deland	Volusia	FL	New Construction	Garden	106
The Loop	Kissimmee	Osceola	FL	New Construction	Garden	152
Uptown Maitland	Maitland	Orange	FL	New Construction	Mid-Rise	93
Urban Landings	St. Petersburg	Pinellas	FL	New Construction	Mid-Rise	40
Village Park Senior Housing	Winter Park	Orange	FL	New Construction	Mid-Rise	108
TOTAL UNITS						4,276

Fountains at Lingo Cove	Orlando	Orange	FL	New Construction (Under Construction)		110
Grove Park Apartments	Port St. Lucie	St. Lucie	FL	New Construction (Under Construction)		210
Heritage Park Apartments	Kissimmee	Osceola	FL	New Construction (Under Construction)		238
Landstar Park Apartments	Orlando	Orange	FL	New Construction (Under Construction)		156
Lexington Court	Orlando	Orange	FL	New Construction (Under Construction)		108
Palm Coast Landing Senior Living	Palm Coast	Flagler	FL	New Construction (Under Construction)		73
Vista Park Apartments	Unincorporated	Hernando	FL	New Construction (Under Construction)		103
TOTAL UNITS						998

TOTAL UNITS **5,274**

This list only includes communities developed by Atlantic Housing Partners, L.L.P. and does not include Michael Sciarrino's involvement with projects constructed as a principal with the CED Companies has that developed over 200 affordable apartment communities in 9 additional states.



Corporate Resume

Southern Affordable Services, Inc. ("SAS") was organized under the laws of Florida as a not-for-profit organization on May 1, 2009. As stated in its Articles of Incorporation as filed with the State of Florida, its primary purpose is to relieve the poor and distressed by developing, owning and operating housing for rental to eligible persons with low and moderate annual incomes at affordable rates.

SAS applied for determination of exempt status with the Internal Revenue Service ("IRS") on or about June 3, 2009. SAS received a favorable determination from the IRS on November 20, 2009. SAS, through its wholly owned subsidiary, is currently the general partner of the owner of 40 apartment communities consisting of over 5,000 total units.

Board of Directors

Director: Scott D. Clark (President)
Clark, Albaugh & Rentz, LLP, 700 W. Morse Blvd., Ste. 101, Winter Park, FL 32789

Scott Clark is a partner with the law firm of Clark, Albaugh & Rentz, LLP located in Winter Park, Florida and has practiced law in the Orlando area for nearly 30 years. Mr. Clark graduated in the top 5% of his class at the University of Florida, College of Law in 1979. Since that time, he has focused his practice on real estate transactions and the related disciplines of land use law, banking and real property litigation. Mr. Clark also has practiced extensively in the representation of special governmental districts known as community development districts that are formed to finance real estate development projects using special assessment revenue bonds and other financing arrangements.

Director: Thomas C. Shaw (Vice President)
Lefkowitz, Shaw & Sentner, 430 N. Mills Ave., Ste. 4, Orlando, FL 32803

Mr. Shaw is a partner in the law firm of Lefkowitz, Shaw & Sentner. Mr. Shaw practices law in the areas of estate planning, corporation and business law, and probate and trust matters. He is board certified in Wills, Trusts and Estates Law. Mr. Shaw graduated with honors from the University of Florida, College of Law. Prior to that, Mr. Shaw received a Bachelor of Arts degree in history cum laude from Oral Roberts University.

Director: Dr. David J. Ross (Secretary/ Treasurer)
Alafaya Family Dentistry, 30 Alexandria Blvd., Ste. 1010, Oviedo, FL 32765

Dr. Ross graduated from the University of Louisville, School of Dentistry in 1985. After dental school, he completed a general practice residency at the University of Kentucky where he concentrated on more complicated dental reconstructions, oral surgery and anesthesiology.

Dr. Ross has taken numerous hours of postgraduate education in occlusion, implants and cosmetic dentistry at the Pankey Institute, the Center for Advanced Dental Study in St. Petersburg, Florida, as well as numerous courses at the Seattle Institute for Advanced Dental Education. He has also recently completed the 2-year long Master's Series Implant class in Miami, Florida. Additionally, he received his Mastership from the American Dental Implant Association.

Dr. Ross is a fellow in the International Congress of Oral Implantology (ICOI) and a member of the American College of Oral Implantology. He is also a member of the American Dental Association, the Florida Dental Association, the Central District Dental Association and the Greater Orlando Dental Society.

Corporate Counsel: Darin Stewart
c/o Gray Robinson, 301 E. Pine Street, Orlando, Florida 32801

Southern Affordable Services, Inc.
Corporate Resume

Mr. Stewart earned his law degree from the University of Florida in 1994 and has also received his certified public accountant certification. Mr. Stewart has extensive experience spanning more than 15 years representing clients whose needs include federal and state regulatory compliance issues, tax-exempt financing and corporation law issues including applying for and maintaining federal income tax exemption status, applying for and maintaining property tax exemption, not-for-profit formation and contracting issues. Mr. Stewart received his undergraduate degree (Business Administration, Accounting) from Southern Adventist University in Collegedale, Tennessee in 1991.

Key Staff of SAS

Executive Vice President: Jay Brock

Mr. Brock directs all aspects of the application process for various governmental financing programs and in seeking opportunities in furthering SAS's charitable purpose of providing safe, affordable housing for households of limited means and is responsible for all day to day SAS activities.

Prior to joining SAS, Mr. Brock spent over 15 years in a similar capacity with the CED Companies and Atlantic Housing Partners, L.L.L.P. ("AHP"). Mr. Brock's primary responsibility was submitting financing applications for various state and local governmental agencies on behalf of the various general partner entities of the owners of communities seeking affordable housing financing including Section 42 tax credits, tax-exempt bond and state apartment incentive loan funds resulting in awards of funding in excess of \$150M of Section 42 housing tax credits, \$600M in Section 42 tax-exempt financing, \$110M in SAIL funds and \$3.5M in HOME funds. Mr. Brock also served as an officer on behalf of over 150 general partners of the limited partnership entities which own affordable housing communities for both the CED Companies and AHP.

Prior to working for the CED Companies and AHP, Mr. Brock was employed as a C.P.A. with KPMG and as an associate attorney with Broad and Cassel in the Affordable Housing and Corporate Department.

Mr. Brock is a graduate of the University of Arizona with a double major in Accounting and Finance and received his Juris Doctor degree from the University of Arizona, College of Law. Mr. Brock received his C.P.A. certificate (Missouri) and is a member of the Florida Bar.

Vice President: Lori Trainer - CAM, CAPS

Ms. Trainer is responsible for the New Moves Partnership, a program that assists newly homeless families obtain stable housing. Together with local social service agencies, charities and religious organizations the families in need are identified and receive intensive case management, job training, budget counseling and access to a stable home. To date, the New Moves Partnership has assisted to date 245 "homeless" families in securing housing. See more information at <http://southernaffordableservices.org>.

Ms. Trainer is also the executive in charge of the after school program administered by SAS called "Monster Club". Monster Club is offered at various affordable housing communities throughout Florida.

Prior to joining SAS, Ms. Trainer spent over twenty years in property management working for Concord Management Ltd. With Concord, Ms. Trainer directed all new development marketing, their customer service department and was responsible for public relations Company wide. With a long history of charitable involvement including serving on the board for Community Coordinated Care for Children, dozens of fundraisers, running Concord's Community Reinvestment and Jeans Day programs and chairing the Apartment Association of Greater Orlando's charity committee, her transition to SAS was an easy one.

Development Manager: Steve Joos

Mr. Joos is the Manager of SAS's wholly owned development company, Southern Affordable Development, L.L.C. ("SAD"), with responsibility for development services including but not limited to working with architects, engineers, land planners on permitting and development functions in connection with affordable housing communities

Southern Affordable Services, Inc.
Corporate Resume

developed by SAD and owned by SAS. Prior to joining SAD, Mr. Joos was an officer of other developers including Atlantic Housing Partners, L.L.L.P. and Sandspur Housing Partners, Ltd.

Mr. Joos received his Bachelor's Degree from The Ohio State University.

SAS Affordable Housing Developments Recently Completed

Rolling Green (Completed December 2013)

Affordable Set-asides: 100% @ 60% AMI

Rolling Green is a 118-unit development located in the City of Sarasota, Sarasota County, Florida, that was completed in 2013 and provides apartment homes for a primarily family demographic. SAS, through its wholly owned subsidiary is the general partner of the owner of Rolling Green. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG as the General Contractor and Bank of America as the Limited Partner.



The affordable financing programs for Rolling Green include Tax-Exempt Bonds issued by the Housing Finance Authority of Lee County on behalf of Sarasota County with an allocation of 4% Housing Credits from FHFC.

Garden Park (Completed November 2013)

Affordable Set-asides: 100% @ 60% AMI

Garden Park is a 108-unit development located in the City of Fern Park, Seminole County, Florida, that was completed in 2013 and provides apartment homes for a primarily elderly demographic. SAS, through its wholly owned subsidiary is the general partner of the owner of Garden Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG as the General Contractor and Bank of America as the Limited Partner.



The affordable financing programs for Garden Park include a CRA Grant from Seminole County and 9% Housing Credits from FHFC.

Boca Palms (Completed April 2013)

Affordable Set-asides: 100% @ 60% AMI

Boca Palms is a 48-unit development located in the City of Kissimmee, Osceola County, Florida, that was completed in 2013 and provides apartment homes for a primarily family demographic. Boca Palms was acquired as a "distressed" short sale of a condominium development and immediately revitalized the area with a positive economic impact. SAS, through its wholly owned subsidiary is the general partner of the owner of Boca Palms. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG as the General Contractor and Regions Bank as the Limited Partner.



The affordable financing programs for Boca Palms include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

River Ridge Apartments (Completed July 2012)
Affordable Set-asides: 100% @ 60% AMI

River Ridge Apartments ("River Ridge") is a 160-unit development located in unincorporated Orange County, Florida, that was completed in 2012 and provides apartment homes for a primarily family demographic. River Ridge includes amenities such as a clubhouse with exercise room, swimming pool and children's playground. SAS, through its wholly owned subsidiary is the general partner of the owner of River Ridge. Other members of the development team include Atlantic Housing Partners, L.L.P. as the Developer, CPG as the General Contractor and FL Capital Holdings River Ridge Apartments, L.L.C. as the Limited Partner.



The affordable financing programs for River Ridge include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Lake Sherwood Apartments (Phases 6 - 8) (Completed January 2012)
Affordable Set-asides: 100% @ 60% AMI

Lake Sherwood Apartments ("Lake Sherwood") is a 90-unit development located in unincorporated Orange County, Florida, that was completed in 2012 and provides apartment homes for a primarily family demographic. Lake Sherwood's shared amenities include a clubhouse with exercise room, swimming pool and covered parking. SAS, through its wholly owned subsidiary is the general partner of the owner of Lake Sherwood. Other members of the development team include Atlantic Housing Partners, L.L.P. as the Developer, CPG Construction, L.L.P. ("CPG") as the General Contractor and FL Capital Holdings Lake Sherwood Phases 6-8, L.L.C. as the Limited Partner.



The affordable financing programs for Lake Sherwood include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% housing credits from Florida Housing Finance Corporation ("FHFC").

The Fountains at Pershing Park (Completed August 2011)
Affordable Set-asides: 20% @ 33% AMI / 69% @ 60% AMI / 11% @ Market

The Fountains at Pershing Park ("Pershing Park") is a 92-unit development located in unincorporated Orange County, Florida, that was completed in 2011 and provides apartment homes targeting the "senior" demographic. Pershing Park includes amenities such as a clubhouse with exercise room, swimming pool, car care area and putting green and a number of "green" building and energy efficient features have been incorporated into the construction. Pershing Park also offers an array of resident programs intended to serve its "senior" demographic including on-call manager, computer classes, and planned resident activities. SAS, through its wholly owned subsidiary is the general partner of the owner of Pershing Park. Other members of the development team include Southern Affordable Development, L.L.C. ("SAD"), a wholly owned development company of SAS, as the Developer and CPG as the General Contractor.



Pershing Park experienced a rapid and robust initial lease up beginning in July 2011 and was fully leased in September 2011 and has maintained a waiting list of approved residential candidates ever since. This community was also awarded the Golden Key Award by the Apartment Association of Greater Orlando for the "Affordable Community of the Year (Under 150 Units)" and the "Interior Design on Model, Clubhouse, and Office".

The affordable financing programs for Pershing Park include an allocation of 9% Housing Credits from FHFC awarded in the 2009 Universal Cycle, "ARRA" exchange funding (Federal Stimulus funding) in the amount of \$5,365,000.

Harbour's Edge (Completed March 2014)

Affordable Set-asides: 10% @ 33% AMI / 90% @ 60% AMI

Harbour's Edge is an 85-unit new construction development located in St. Petersburg, Pinellas County that was completed in March 2014 and provides housing targeting a "senior" demographic. Harbour's Edge includes amenities such as a clubhouse, exercise room, picnic area, computer lab, a putting green and a number of "green" building and energy efficient feature that have been incorporated into the construction. Harbour's Edge also offers an array of resident programs intended to serve its "senior" demographic including literacy training, computer training, and health and nutrition classes. SAS, through its wholly owned subsidiary, is the general partner of the owner of Harbour's Edge. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.



The affordable financing programs utilized by Urban Edge include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle as well as a \$120,000 loan from the City of St. Petersburg. The affordable set-asides percentages are 10% @ 33% AMI and 90% @ 60% AMI.

Saxon Cove (Completed October 2013)

Affordable Set-asides: 10% @ 35% AMI / 90% @ 60% AMI

Saxon Cove is an 84-unit new construction development that is located in DeBary, Volusia County and provides housing targeting a "senior" demographic. Saxon Cove was completed in October 2013. Saxon Cove includes amenities such as a clubhouse, exercise room, picnic area, car care area, library, and a number of "green" building and energy efficient feature that have been incorporated into the construction. Saxon Cove also offers an array of resident programs intended to serve its "senior" demographic including literacy training, financial assistance with the purchase of a home, and health and nutrition classes. SAS, through its wholly owned subsidiary, is the general partner of the owner of Saxon Cove. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.



The affordable financing programs utilized by Saxon Cove include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle. The affordable set-asides percentages are 10% @ 35% AMI and 90% @ 60% AMI.

Uptown Maitland (Completed December 2013)

Affordable Set-asides: 10% @ 33% AMI / 90% @ 60% AMI

Uptown Maitland is a 93-unit new construction located in Maitland, Orange County and provides housing targeting a "senior" demographic. Uptown Maitland was completed in December 2013. Uptown Maitland includes amenities such as a clubhouse, exercise room, picnic area, library, computer lab, and a number of "green" building and energy efficient feature that have been incorporated into the construction. Uptown Maitland also offers an array of resident programs intended to serve its "senior" demographic including literacy training, computer training, and health and nutrition classes. SAS, through its wholly owned subsidiary, is the general partner of the owner of Saxon Cove. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.



The affordable financing programs utilized by Uptown Maitland include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle as well as a \$100,000 grant from Orange County. The affordable set-asides percentages are 10% @ 33% AMI and 90% @ 60% AMI.

Richey Woods (Completed January 2014)

Affordable Set-asides: 10% @ 33% AMI / 80% @ 60% AMI / 10% @ Market

Richey Woods is a 95-unit rehabilitation/new construction development located in New Port Richey, Orange County and provides housing targeting a “senior” demographic. Richey Woods completed construction in the 3rd quarter of 2014. Richey Woods also offers an array of resident programs intended to serve its “senior” demographic including literacy training, computer training, and health and nutrition classes. SAS, through its wholly owned subsidiary, is the general partner of the owner of Saxon Cove. Other members of the development team include Atlantic Housing Partners, L.L.P. as the Developer and CPG Construction, L.L.P. as the General Contractor.



The affordable financing programs utilized by Richey Woods include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle.

Hammock at Stuart Villa Rentals (Completed September 2014)

Affordable Set-asides: 20% @ 33% AMI / 80% @ 60% AMI

Hammock at Stuart Villa Rentals (“Hammock at Stuart”) is a 32-unit rehabilitation development that intends to provide housing for a primarily family demographic. The development completed construction September 2014. Hammock at Stuart Villa Rentals also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room and children’s playground. SAS, through its wholly owned subsidiary, is the general partner of the owner of Saxon Cove. Other members of the development team include Atlantic Housing Partners, L.L.P. as the Developer and CPG Construction, L.L.P. as the General Contractor.



The affordable financing programs utilized by Hammock at Stuart include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle. The affordable set-asides percentages are 20% @ 33% AMI and 80% @ 60% AMI.

Dean Woods Place (Completed October 2014)

Affordable Set-asides: 10% @ 50% AMI / 90% @ 60% AMI

Dean Woods Place is a 48-unit rehabilitation community that intends to provide housing targeting a “senior” demographic. The development completed construction October 2014. The affordable financing programs utilized by Dean Woods Place include a tax-exempt bonds issued by Orange County Housing Finance Authority and HOME/SHIP funds from Orange County. The affordable set-asides percentages are 100% @ 60% AMI.



The affordable financing programs utilized by Dean Woods Place include an allocation of 4% housing credits from FHFC awarded in the 2013 Housing Credit Program. The affordable set-asides percentages are 10% @ 50% AMI and 90% @ 60% AMI.

The Loop Apartments (Completed December 2014)
Affordable Set-asides: 100% @ 60% AMI

The Loop Apartments is a 152-unit new construction community that intends to provide housing targeting a family demographic. Construction on the development was completed in December 2014. The affordable financing programs utilized by The Loop Apartments include tax-exempt bonds issued by the Housing Finance Authority of Osceola County and 4% housing credits from FHFC.



The affordable financing programs utilized by The Loop include an allocation of 4% housing credits from FHFC awarded in the 2013 Housing Credit Program. The affordable set-asides percentages are 100%@60% AMI.

Upcoming New “SAS” Affordable Developments

SAS is excited to be part of the development team for these communities that have recently either been awarded 9% Housing Credits in the FHFC Housing Credit Program or Local County Tax-Exempt Bonds and will be receiving 4% Housing Credits from FHFC. SAS is the general partner through its wholly owned affiliates. Other members of the development team include AHP as the Developer, CPG as the general contractor, and FL Tax Holdings, L.L.C. (or its affiliates) as the limited partner purchaser of the Housing Credits. These communities are also managed by Concord Management, Ltd.

Lexington Court Apartments (Orlando, Orange County, FL)

Lexington Court Apartments is a 108-unit new construction community that intends to provide housing targeting a family demographic. Construction will commence mid-2014. The affordable financing programs utilized by Lexington Court Apartments include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 83%@60% AMI and 10%@7% AMI. The development also includes 7% market rate units.

Vista Park Senior Living (Brooksville, Hernando County, FL)

Vista Park Senior Living is a 103-unit new construction community that intends to provide housing targeting a “senior” demographic. Construction commenced late 2014. The affordable financing programs utilized by Vista Park Senior Living include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 81%@60% AMI and 10%@40% AMI. The remainder of the units are market rate.

Palm Coast Landing Senior Living (Palm Coast, Flagler County, FL)

Palm Coast Landing Senior Living is a 73-unit new construction community that intends to provide housing targeting a “senior” demographic. Construction commenced late 2014. The affordable financing programs utilized by Palm Coast Landing Senior Living include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 74%@60% AMI and 10%@35% AMI. The development also includes 16% market rate units.

Heritage Park Apartments (Kissimmee, Osceola County, FL)

Heritage Park Apartments is a 238-unit new construction community that intends to provide housing targeting a family demographic. Construction commenced late 2014. The affordable financing programs utilized by Heritage Park Apartments include tax-exempt bonds issued by the Housing Finance Authority of Osceola County, 4% housing credits from FHFC and HOME funds from FHFC. The affordable set-asides percentages are 70%@60% AMI. The remainder of the units are market rate.

Grove Park Apartments (St. Lucie, St. Lucie County, FL)

Grove Park Apartments is a 210-unit new construction community that intends to provide housing targeting a family demographic. Construction will commence mid-2015. The affordable financing programs utilized by Grove Park Apartments include tax-exempt bonds issued by the Housing Finance Authority of St. Lucie County, 4% housing credits from FHFC and HOME funds from FHFC. The affordable set-asides percentages are 100%@60% AMI.

Landstar Park Apartments (Orlando, Orange County, FL)

Landstar Park Apartments is a 156-unit new construction community that intends to provide housing targeting a family demographic. Construction will commence early 2016. The affordable financing programs utilized by Landstar Park Apartments include tax-exempt bonds issued by the Housing Finance Authority of Orange County and 4% housing credits from FHFC. The affordable set-asides percentages are 100%@60% AMI.

Other Section 42 and “affordable” developments for which SAS was admitted as the general partner are identified on the attached list.



	Community Name	Location	# of Units	SAS GP
1	Boca Palms - Phase I	Kissimmee, FL - Osceola County	11	SAS Boca Palms Managers, L.L.C.
2	Boca Palms - Phase II	Kissimmee, FL - Osceola County	48	SAS Osceola Boca Palms Managers, L.L.C.
3	Dean Woods Place	Orlando, FL - Orange County	48	SAS Dean Woods Place Managers, L.L.C.
4	Fairview Cove - Phase I	Tampa, FL - Hillsborough County	88	SAS Fairview Cove Managers, L.L.C.
5	Fairview Cove - Phase II	Tampa, FL - Hillsborough County	66	SAS Fairview Cove II Managers, L.L.C.
6	Fountains at Falkenburg	Tampa, FL - Hillsborough County	153	SAS Fountains at Falkenburg II Managers, L.L.C.
7	Fountains at Pershing Park	Orlando, FL - Orange County	92	SAS Fountains at Pershing Park I Managers, L.L.C.
8	Garden Park	Unincorporated Seminole County	108	SAS Garden Grove Apartments Managers, L.L.C.
9	Hammock at Stuart Villa Rentals	Stuart, FL - Martin County	36	SAS Martin Lakeside Apartments Managers, L.L.C.
10	Harbour's Edge (Elderly phase)	St. Petersburg, FL - Pinellas County	85	SAS Urban Edge Apartments Managers, L.L.C.
11	Lake Sherwood (Phs 3-4)	Orlando, FL - Orange County	60	SAS Lake Sherwood, L.L.C.
12	Lake Sherwood (Phs 6-8)	Orlando, FL - Orange County	90	SAS Lake Sherwood Phases 6 through 8 Managers, L.L.C.
13	Lakewood Pointe Apartments	Tampa, FL - Hillsborough County	144	SAS Lakewood Pointe Managers, L.L.C.
14	Lakewood Shores Apartments	Brandon, FL - Hillsborough County	184	SAS Lakewood Shores Managers, L.L.C.
15	Lee Vista Club	Orlando, FL - Orange County	312	SAS Lee Vista Club Managers, L.L.C.
16	Loma Vista Apartments	Oviedo, FL - Seminole County	380	SAS Loma Vista Managers, L.L.C.
17	Nantucket Cove Apartments	Spring Hill, FL - Hernando County	128	SAS Nantucket Cove Managers, L.L.C.
18	Richey Woods	New Port Richey, FL, - Pasco County	95	SAS Pasco Richey Woods Managers, L.L.C.
19	River Ridge Apartments	Orlando, FL - Orange County	160	SAS River Ridge Apartment Managers, L.L.C.
20	Rolling Green	Sarasota, FL - Sarasota County	118	SAS Rolling Green Managers, L.L.C.
21	Saxon Cove	DeBary, FL - Volusia County	84	SAS Fountains at Saxon Pointe Blvd. Managers, L.L.C.
22	Seminole Pointe Apartments	Sanford, FL - Seminole County	336	SAS Seminole Pointe Managers, L.L.C.
23	Spring Lake Cove - Phase II	Fruitland Park, FL - Lake County	48	SAS Spring Lake Cove II Managers, L.L.C.
24	Stone Harbor - Phase II	Panama City Beach, FL - Bay County	56	SAS Stone Harbor II Managers, L.L.C.
25	Sunrise Pointe	Port Orange, FL - Volusia County	208	SAS Sunrise Pointe Managers, L.L.C.
26	Taylor Place	Deland, FL - Volusia County	106	SAS Taylor Place Managers, L.L.C.
27	The Loop	Kissimmee, FL - Osceola County	152	SAS The Loop Managers, L.L.C.
28	Uptown Maitland	Maitland, FL - Orange County	93	SAS Uptown Maitland Partners Managers, L.L.C.
29	Urban Landings (Family phase)	St. Petersburg, FL - Pinellas County	40	SAS Urban Edge Partners II Managers, L.L.C.
30	Waterford East	Orlando, FL - Orange County	460	SAS Waterford East Managers, L.L.C.
UNDER CONSTRUCTION				
31	Grove Park	Port St. Lucie, FL - St. Lucie County	210	SAS Lennard Road Managers, L.L.C.
32	Fountans at Lingo Cove	Orlando, FL - Orange County	110	SAS Lingo Cove Managers, L.L.C.
33	Heritage	Kissimmee, FL - Osceola County	238	SAS Heritage Park Managers, L.L.C.
34	Landstar Park	Orlando, FL - Orange County	156	SAS Landstar Park Partners, L.C.C.
35	Lexington Court	Orlando, FL - Orange County	108	SAS Lexington Court Managers, L.L.C.
36	Palm Coast Landings	Palm Coast, FL - Flagler County	73	SAS Palm Breeze Managers, L.L.C.
37	Vista Park	New Port Richey, FL - Hernando County	103	SAS Vista Park Managers, L.L.C.
TOTAL UNITS			4,987	

100% owned by a subsidiary of Southern Affordable Services, Inc.				
1	Hunter's Creek	Deland, FL - Volusia County	252	SAS Spring Arbor Managers, L.L.C. (Owner)
2	Lexington Club at Hunter's Creek	Deland, FL - Volusia County	154	SAS Lexington at Spring Arbor Managers, L.L.C. (Owner)
3	Windy Pines	Daytona Beach, FL - Volusia County	208	SAS Raceway Pointe Managers, L.L.C. (Owner)
TOTAL UNITS			614	



CPG Construction, L.L.L.P. ("CPG") is recognized as a leader in general contracting for multi-family affordable housing communities. CPG and its principals have constructed over 150 communities in 8 different states, producing more than 25,000 units.

CPG's experience delivers professionally managed construction projects at a competitive price and in a timely manner that has become expected by our sophisticated tax credit investors.

Please visit our website for additional information about CPG Construction, L.L.L.P. and to see pictures of our existing portfolio, www.atlantichousing.com.

SCOTT CULP is the licensed general contractor and qualifying agent for CPG. In this capacity, Mr. Culp directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp has over 25 years of development and construction experience having participated in the construction management of high rise commercial, high rise residential, mid-rise residential, mixed use infrastructure, single family community development, multi-family garden style development, townhomes and condominiums. Mr. Culp has been directly responsible for the development and construction of over 20,000 residential units.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. He has been appointed by Florida's Governor to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. He is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.



Fountains at Lingo Cove	Orlando	Orange	FL	New Construction (Under Construction)		110
Grove Park Apartments	Port St. Lucie	St. Lucie	FL	New Construction (Under Construction)		210
Heritage Park Apartments	Kissimmee	Osceola	FL	New Construction (Under Construction)		238
Landstar Park Apartments	Orlando	Orange	FL	New Construction (Under Construction)		156
Lexington Court	Orlando	Orange	FL	New Construction (Under Construction)		108
Palm Coast Landing Senior Living	Palm Coast	Flagler	FL	New Construction (Under Construction)		73
Vista Park Apartments	Unincorporated	Hernando	FL	New Construction (Under Construction)		103
TOTAL UNITS						998
TOTAL UNITS						7,582

Bella Oaks proposed building elevations will be similar to Boca Palms and Vista Park.



Boca Palms, Kissimmee, FL
Under Construction



Vista Park, Hernando County, FL
Under Construction

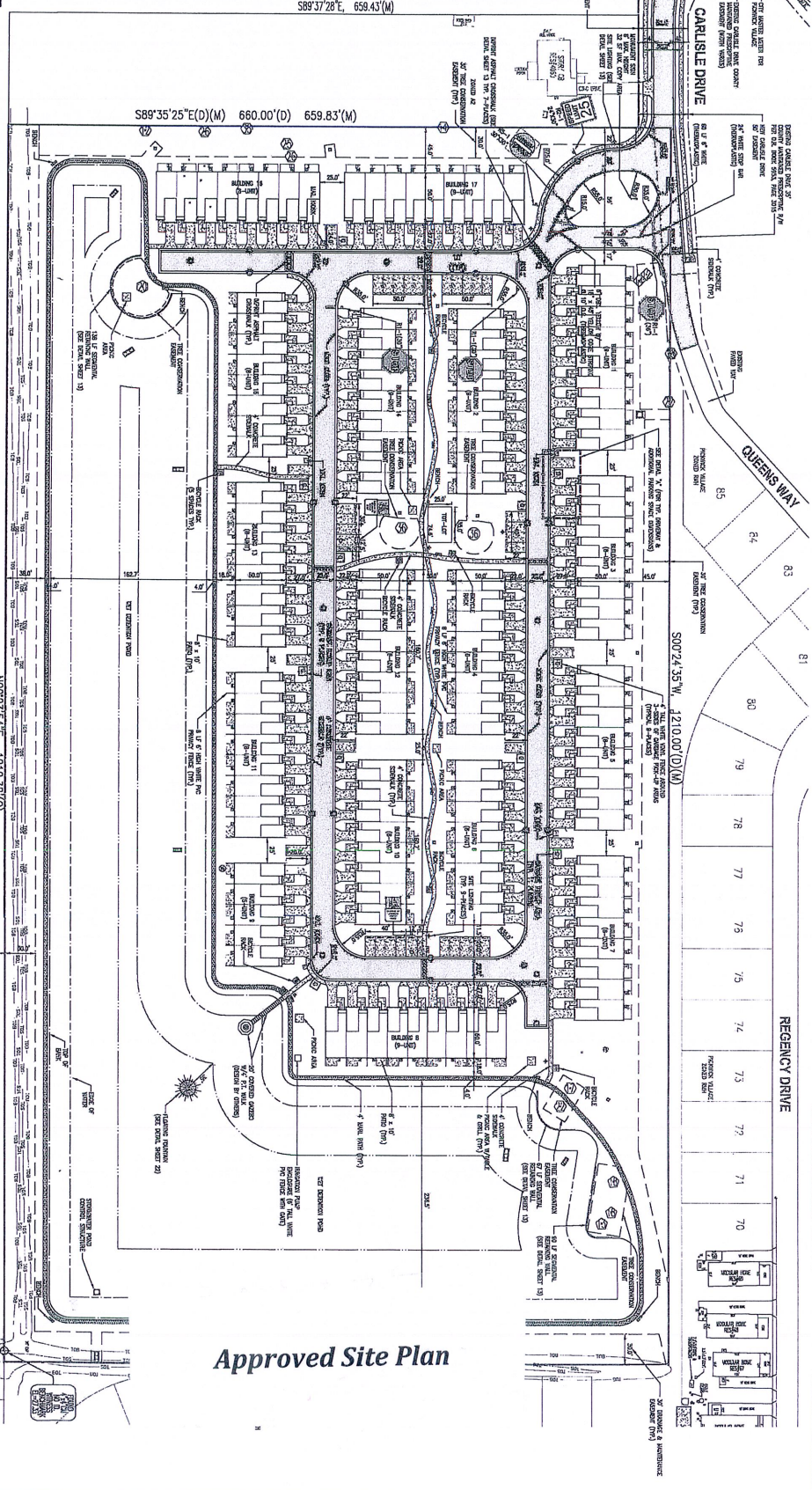
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FINISH | PLASTER |
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OVER MARSHALL SURFACE OF 1.550 LB (COMPACTED TO MIN
OF 14000 PSI)
MAX DENSITY PER ASTM 190 (40) UN OF 98% UN PROCTOR
B STABILIZED SUBSTRATE (LBR 40) UN OF 98% UN PROCTOR
MAX DENSITY PER ASTM 1-160 (TYPE B STABILIZATION)</p> | <p>1.5" TYPE 3-5 MIX CONCRETE
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OF 14000 PSI)
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B STABILIZED SUBSTRATE (LBR 40) UN OF 98% UN PROCTOR
MAX DENSITY PER ASTM 1-160 (TYPE B STABILIZATION)</p> |



Approved Site Plan

10

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED
FOR CONSTRUCTION BY MEANS OF DIGITAL
COORDINATES BY SURVEYOR UTILIZING
GEODETIC TOTAL STATION. SCALING OF
DRAWINGS FOR PURPOSES OF STAKING
ARE AT THE SURVEYOR'S RISK.

1

TOTAL	
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3	1/24/07	REVERSE PER 1/10/07 COMMENTS	HENH
2	10/25/06	REVERSE PER 10/24/06 COMMENTS	HENH
1	9/26/06	REVERSE PER 8/11/06 COMMENTS	HENH
NO.	DATE	DESCRIPTION	BY
REVISIONS			

Organization of Enalpers. Survivors & | andscape Architects

Box 1105 285 West 11th St. Omaha, Neb. 68102

(908) 672-9515 • FAX (908) 672-9554 • IN 8 DDD03612 • TC# 00000357
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SILENT HILL

BEILIA OAKS

**PHILLY OFFICE
FOUNDED**

LOWN HOMES

PORT ORANGE
FLORIDA

W/O. No.: 060428	DATE: July 2006
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FILE NAME: \PORT ORANGE\BELLA OAKS\060428 CIVL

DRAWER No.:	DESIGN: HHN	CRAFT: RTS	CHECK: RWS	FRONT PL. FOLDING, RE FRAM. NOT WILD UNLESS EXPOSED
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TOTAL											

Proposed Site Plan



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Halifax Paving Lake Excavation Contract - Progress Report Update

DEPARTMENT: Public Utilities

RECOMMENDED MOTION:

SUMMARY: Halifax paving has completed removal of the levee between the two portions of Lake A. Lake A is now functional and work continued on restoration items. The as-built survey was provided to staff on September 1, 2015. Halifax representatives will be in attendance to provide an update.

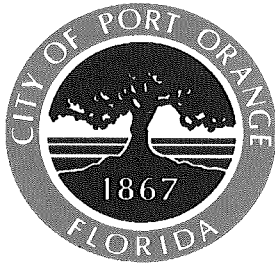
Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Aug 31 Memo	Lake A Progress Aug 31.pdf
2.	Sept 10 Memo	Lake A Progress Sept 10th.pdf

Wiggins, Julia
Wilson, Rick
Neff, Andrew
Harden, David
Johansson, M. Jake

Created/Initiated - 09/11/2015
Approved - 09/11/2015
Approved - 09/11/2015
Approved - 09/14/2015
Final Approval - 09/17/2015



Memorandum

To: Andrew Neff, P.E., Public Utilities Director
From: Alex Schumann, E.I., Civil Engineer *AS*
Subject: Reclaimed water recharge reservoir Phase 2, Bid # B05-04
Date: August 31, 2015

The contract with Halifax Paving for the excavation of Lake "A" has reached substantial completion. As required by the contract Halifax Paving through their subcontractor P&S paving has completed excavation of Lake "A". Final as-builts demonstrating the completion have not yet been provided, however the levee has been removed to a level similar to the surrounding acceptable lake bottom. A substantial completion inspection was held on 8/25/2015 with Van Seeters, Pat Match and myself restoration items below and their current status are as of follow up meeting on 8/31/15 at 10:30am with Van Seeters and myself.

1. Place shell on designated jeep trails. **Complete**
2. Asphalt repairs as required on Shunz Road. **Work scheduled, to be completed with Item #5**
3. Install (2) 40ft wide driveways at the stockpile area on Shunz Rd. **East Driveway poured 8/31/2015, West Driveway to be poured 9/1/2015.**
4. Restore shoulders of Shunz Road. **Initially completed, however recent rain event caused some wash outs on the recent shoulder work. Sod/seed to be added to prevent future erosion of the road shoulder and it is scheduled for 9/2/2015. Contractor continuously grading dirt lane on Shunz Road and anticipated to be completed by the first week of September.**
5. Restore/repair and overlay Bears Trail. **Work scheduled, to be completed with Item #2, scheduled for this week pending weather.**
6. Final grading, including berm and sod slopes for the lakes and roadways. **Complete**
7. Seed and mulch any remaining disturbed areas. **Areas around Lake "A" complete; Areas along Bears Trail not complete, pending paving work.**
8. Payment verification for FPL power pole replacement cost on Shunz Rd. **In progress**
9. Final as-builts, demonstrating final lake completion required.



Memorandum

To: Andrew Neff, P.E., Public Utilities Director
From: Alex Schumann, E.I., Civil Engineer *AS*
Subject: Reclaimed water recharge reservoir Phase 2, Bid # B05-04
Date: September 10, 2015

The contract with Halifax Paving for the excavation of Lake "A" has reached substantial completion and a final punch list will be provided when restoration work is complete. The work remaining to be completed includes: sodding/ seeding all restored/disturbed road shoulders, Brushing of Shunz road to determine necessary repairs to North edge of asphalt, and spot grading to ensure positive drainage across paved and unpaved road surfaces. Locations of all work to be performed were determined during field meeting with Van Seeters, Pat Marsh and Alex Schumann at approximately 9 am on September 10, 2015. A Final punch list will be provided after Sod is installed and paved roadway is brushed and north paved edge exposed.

Final as-builts for the Lake "A" excavation were received on September 1, 2015. Analysis determined that there was a variance in the working volume of the lake of 1.7% or approximately 50,000 gallons. The variance of 1.7% is well within the acceptable variance for this project.

Items previously listed as required by the contract and detailed in the letter of substantial completion are noted below.

1. Place shell on designated jeep trails. **Complete**
2. Asphalt repairs as required on Shunz Road. **Work scheduled, to be completed with Item #5**
3. Install (2) 40ft wide driveways at the stockpile area on Shunz Rd. **Complete.**
4. Restore shoulders of Shunz Road. **Initial progress has eroded with recent rain events, Final grading and sodding required.**
5. Restore/repair and overlay Bears Trail. **Asphalt overlay complete, stabilization of road shoulder still needed.**
6. Final grading, including berm and sod slopes for the lakes and roadways. **Complete**
7. Seed and mulch any remaining disturbed areas. **Complete with the exceptions of areas noted above.**
8. Payment verification for FPL power pole replacement cost on Shunz Rd. **In progress**
9. Final as-builts, demonstrating final lake completion required. **Complete.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/22/2015

Consent item: No

SUBJECT: Award of RFP #15-27 for insurance for property, general/professional liability, auto, and workers' compensation coverage

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve bid award to the FMIT for general liability, property, auto and workers' compensation for FY 2015-2016.

SUMMARY: The City's insurance for property, liability, auto and worker's compensation is up for renewal at the end of this fiscal year. The City published an RFP and obtained responses. The Committee ranked the Florida Municipal Insurance Trust (FMIT) highest out of the responsible and responsive proposers.

Council has expressed an interest in awarding the RFP to FMIT (the highest ranked proposal), Brown and Brown (the second ranked proposal), or breaking out the proposal and having Brown and Brown provide Property Insurance and FMIT providing coverage for liability, auto and workers' compensation.

Between the Council's September 15 workshop and this Council meeting, staff has continued to negotiate with the highest ranked proposer, FMIT. FMIT has responded in writing that they are willing to match the wind deductible proposed by Brown and Brown of 3% for an additional \$10,300. Even with this additional cost, the option of awarding the entire contract to the FMIT is the least costly option (including the option of splitting the coverage between Brown and Brown & FMIT).

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Summary Final Ranking	Summary Final Ranking.pdf
2.	Insurance Comparision	Insurance Comparison.pdf

Fenwick, Robin
DiChiara, Paula
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/17/2015
Approved - 09/17/2015
Approved - 09/17/2015
Final Approval - 09/17/2015



The City of Port Orange Committee Evaluation Tab



SUMMARY: FINAL RANKING

RFP#15-27: Commercial Lines Insurance Coverage and Loss Prevention Services

Meeting date: August 27, 2015 10:30 A.M.

Committee member	Arthur J. Gallagher	Brown & Brown	Florida League of Cities
Allen Green, City Mayor	N/A	N/A	N/A
Paula DiChiara, Risk Manager	77	80	100
Lori Wolfe, Finance Accounting Manager	88	80	98
Linda Johnson, Right of Way Agent	63	79	92
Jamie Miller, HR/Payroll Coordinator	88	84	100
Points:	316	323	390
Rank:	3	2	1

Evaluation Committee for this RFP:

Allen Green, City Mayor
Paula DiChiara, Risk Manager
Lori Wolfe, Finance Accounting Manager
Linda Johnson, Right of Way Agent
Jamie Miller, HR/Payroll Coordinator

Notes: Top ranked firm

1. Florida League of Cities

OPTION	1	2	3
Agent:	Florida League of Cities	Brown & Brown	Split
Insurer:	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust (PGIT)	Property = PGIT / Other = FMIT
Property Insurance			
Property: (3% Wind Deductible)	\$ 372,499	\$ 277,327	\$ 277,327
Inland Marine	Included	10,420	10,420
Crime	Included	2,324	2,324
Equipment Breakdown	Included	6,364	6,364
Return of Premium	(79,210)	-	-
Total Property Premium	293,289	296,435	296,435
Liability Insurance			
Law Enforcement	87,409	101,397	87,409
Public Officials/EPL	79,632	101,883	79,632
Cyberliability	Included	Included	Included
Automobile Liability	100,158	62,503	100,158
Auto Physical Damage	Included	41,095	Included
General Liability	69,210	138,606	69,210
Total Liability	336,409	445,484	336,409
Workers' Compensation	255,650	275,073	255,650
Broker Fee	-	75,000	Unknown (\$0 - \$75,000)
Total Program Premium:	\$ 885,348	\$ 1,091,992	Between \$888,494 - \$963,494
Cost Difference From Lowest	-	206,644	Between 3,146 - 78,146
Return of Premium explanation	Eligible for refund premium from 2013/2014 property premium only if coverage renewed with FMIT		
Multi Year Option	The 2nd year rates cannot be guaranteed under Trust guidelines and will be subject to the current rates at the time, which may result in a reduction of rates with current trends.	Two year rate guarantee – Rates for 2016/2017 will be identical to the first year with changes only to NCCI Experience Modification, Changes to City Schedules, Payroll & # of Employees.	
Comments	Change in wind deductible for the FMIT from 5% to 3% included in above figures.		The broker fee is unknown if a split occurs